BID NUMBER: WCR/12/09/2026

REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER FOR AS AND WHEN CONTRACTOR FOR VEGETATION IN THE WCR FOR PERIOD OF 24 MONTHS

CLOSING DATE	**10 December 2026**
CLOSING TIME	**12:00**
BRIEFING SESSION	**COMPULSORY**
	VENUE: **CAPE TOWN STATION (SHOSHOLOZA MELY WAITING AREA)**
	DATE: **23 November 2026**
	TIME: 10H00
BID DOCUMENTS DELIVERY ADDRESS	**PASSENGER RAIL AGENCY OF SOUTH AFRICA** **PRASA TENDER DROP OFF OFFICE** **3 OLD MARINE DRIVE** **CAPE TOWN** **8000**
BIDDERS NAME	**……**

Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Respondents. 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 Respondent or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

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

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, 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 offer to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Respondent will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided by PRASA, or any of its officers, employees, agents or advisers (the “Confidential Information Provided”). The Confidential Information provided may be made available to Respondent’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). Respondents, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any Respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- Disqualify Proposals submitted after the stated submission deadline;
- Call a Respondent to provide additional documents which PRASA may require which have not been submitted to PRASA;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;

- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Respondents 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 scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

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

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

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2 ACRONYMS

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

3 INTERPRETATION

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

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

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

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

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

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

3.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;

3.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Respondents;

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

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

4 DEFINITIONS

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

4.1 "Accounting Authority" means the Board of PRASA;

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

4.3 "Bid" means the Bid(s) to the RFP submitted by Bidder(s);

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

4.5 "Black Enterprise" means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;

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

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

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

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

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

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

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

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

4.14 "Closing Date" means the closing date for submission of bids/ Proposals by bidders which is **10 December 2026**

"Project" means this project for the ***REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER FOR AS AN WHEN CONTRACTOR FOR VEGETATION IN THE WCR FOR PERIOD OF 24 MONTHS.***

4.15 "RFP" means the Request for Proposal issued by PRASA for this tender; and

4.16 "Scope of Work" means the scope of work for this project as detailed out in the RFP technical specifications.

SECTION 1

NOTICE TO RESPONDENTS

1 INVITATION TO BID

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

BID DESCRIPTION	***REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER FOR AS AN WHEN CONTRACTOR FOR VEGETATION IN THE WCR FOR PERIOD OF 24 MONTHS.***
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from **10 November 2026**
ISSUE DATE	**10 November 2026**
COLLECTION DATE DEADLINE (if applicable)	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from **10 November 2026**
BRIEFING SESSION	**23 November 2026**
CLOSING DATE	**10 December 2026** Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**90 Working Days from Closing Date** Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	**26 November 2026**
CLOSING DATE FOR RESPONSES	**30 November 2026**
CONTACT PERSON	**Qaqamba Kona**

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

2. FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **Cape Town Station (Shosholoza Mely waiting area)** on the **23 November 2026** at **10h00.** [Respondents to provide own transportation and accommodation]. **The briefing session will start punctually at 10:00am and no late comers will be allowed.**

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

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

- PRASA will issue briefing session minutes or notes together with the response to the clarification questions within 3 days from the date of briefing session.

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

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

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

3. PROPOSAL SUBMISSION OF RFP RESPONSE

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

The Secretariat / Tender Office

RFP No: **WCR/12/09/2026**
Description of Bid: **REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER FOR AS AN WHEN CONTRACTOR FOR VEGETATION IN THE WCR FOR PERIOD OF 24 MONTHS.**

Closing date and time: 10 December 2026 AT 12H00

4. DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the Prasa Tender Office Drop Off Point and should be addressed as follows:

Closing address: Passenger Rail Agency of South Africa
Prasa Tender Drop Off Office
3 Old Marine Drive
Cape Town
8000

5. B-BBEE JOINT VENTURES OR CONSORTIUMS

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

6. COMMUNICATION

a. For specific queries relating to this RFP during the RFP process, Respondents are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to Qaqamba.Kona@prasa.com before end of business on **26 November 2026**, substantially in the form set out in **Annexure *D*** hereto.

b. 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 briefing session. For this purpose, PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.

c. After the closing date of the RFP, a Bidder may only communicate in writing with the Bid Secretariat, at telephone number 021 818 7276, Nomsikelelo.Ncamane@prasa.com on any matter relating to its RFP Proposal.

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

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

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

   i. **Bid/Tender Description;**
   ii. **Bid/Tender Reference Number;**
   iii. **Closing date of Bid/Tender;**
   iv. **Supplier Name;**
   v. **Supplier Contact details; and**
   vi. **The detailed compliant.**

7. CONFIDENTIALITY

a. PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidder 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.

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

8. INSTRUCTIONS FOR COMPLETING THE RFP

a. All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and Specific goal response, the second envelop/box shall only have the financial response (Tender Form C and Price schedule).

b. Respondents 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) and Specific Goals

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal (Tender Form C and Price schedule).

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

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

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

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

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

g. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.

h. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.

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

j. Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.

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

l. Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.

m. Response to RFP documents are to be submitted to the address specified in this RFP, and Respondents 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 Respondent for failing to provide a mandatory returnable document.

n. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated**.**

o. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

p. Respondents are required to review the Contract. Respondents may further amend and/ or delete any part of the Draft Contract where they deem fit to do so. Where Respondents 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 Respondent.**

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9. RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	**10 November 2026**
Briefing Session for Respondents	**23 November 2026**
Closing date for Questions	**26 November 2026**
Closing date for Responses	**30 November 2026**
Closing Date for Submission of final Bid	**10 December 2026**
Evaluation of Proposals (Respondents note that PRASA may call for Presentation of Respondents offers at any stage of the evaluation process)	TBA
Appointment of the successful Respondent	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

10. LEGAL COMPLIANCE

a. Respondents should ensure that they comply with all the requirements of the RFP and if Respondents 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 Respondent to provide additional documents which may have not been submitted.

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

11. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number: _____unique registration reference number: _____.

12. TAX COMPLIANCE

A. 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) as amended and Value Added Tax Act, 1991 (Act No. 89 of 1991) as amended.

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

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

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

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

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

New Tax Compliance Status (TCS) System

f. 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.

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

Tax Compliance Status (TCS) Pin:_____.

13. PROTECTION OF PERSONAL DATA

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

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1. INTRODUCTION

PRASA in the Western Cape requires the grass cutting and vegetation control services for the region. PRASA currently does not have a contract, and the previous long-term contract was in January 2026

PRASA requires a service provider to provide comprehensive grass cutting and vegetation control services for a period of 24 months for the different PRASA's properties within the WCR region. The different properties within the WCR region precinct includes but not limited to vacant residential houses and vacant lands areas.

2. BACKGROUND INFORMATION

a. Status Quo

PRASA last entered into a long-term contract for grass cutting and vegetation control services within the western cape region January 2026 which has since ended.
There are currently no contractors providing a grass cutting and vegetation control services within the western cape region. Ad-hoc works are done through Request for quotations system, while the tender process is being finalised for the appointment of new contractors.

2.2. Problem statement

At present we don't have a permanent service provider to provide grass cutting and vegetation control services.

3. OBJECTIVE OF THE PROPOSED PROJECT

The objective of this contract is to provide the service of clearing vegetation and control within PRASA properties and improve service turnaround times to ultimately provide a cleaner facility and uphold PRASA's image.

• The cutting and control of vegetation which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities also to adhere with the relevant municipal bylaws.

• The removal and disposal of all cut vegetation and/or loose dead or dry branches and stumps within the worked area.
• Grass cutting of vacant PRASA land

3.1 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

The last long-term term contract ended in January 2026, which thereafter cleanliness levels at these vacant lands have been compromised with unsustainable seasonal short-term contracts for the past years.

3.2 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

A new service provider that will provide quality services on grass cutting and vegetation control services within the western cape region inclusive of far north stations on a performance-based contract for a period of 24 months. An appointed service provider will be subjected to daily, weekly, and monthly evaluation by PRASA contract manager/supervisors

3.3 PROJECT BENEFITS TO PRASA

• Acquiring an experienced service provider to deliver a quality service.
• Compliance on health and safety of commuters and employees within PRASA's properties.
• Receiving a service from companies that the services are their area of expertise and are experienced in performing the tasks safely and thus can accomplish them efficiently.

4. SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

The appointed service provider shall be required to provide highest quality service to PRASA.

The provision of this service shall comply with applicable and relevant regulations and laws that governs the cleaning sector as well as Health and Safety Act (Act 85 of 1993) and Railway safety Act (Act 16 of 2002)

Service provider that will be providing the service will focus but not limited to below scope of work and areas focus:

✓ Cutting of Grass and Weeds (unwanted plants, dead plants etc)

✓ Cutting of Shrubs and Bushes

✓ Cutting of Trees

✓ Trimming of Trees

✓ Application of Weeds poison

✓ Waste Management

✓ Illegal dumping

4.1.1 CUTTING OF GRASS AND WEEDS (unwanted plants, dead plants etc) (PROVISIONAL)

Measurement and payment will be made under item 1 of the Bill of Quantities for the cutting of grass and weeds as described in clause P3 of the Particular (Project) Specifications. Payment will be made per hectare of grass and weeds cut. The rates tendered shall be all inclusive for:

• the cutting of grass, weeds and small shrubs and bushes, and

• the removal and disposal of all cut grass, weeds and small shrubs and bushes, and/or loose dead or dry branches and stumps within the worked area**.**

4.1.2 CUTTING OF SHRUBS AND BUSHES (PROVISIONAL)

Measurement and payment will be made under item 2 of the Bill of Quantities for the cutting of shrubs and bushes as described in clause P3 of the Particular (Project) Specifications. Payment will be made per square meter of shrubs, bushes and trees (thinner than 10mm and higher than 1m) cut. The rates tendered shall be all inclusive for:

- the cutting of shrubs, bushes and trees, and
- the removal and disposal of all cut and/or loose dead or dry branches and stumps within the worked area.

4.1.3 CUTTING OF TREES (PROVISIONAL)

Measurement and payment will be made under item of the Bill of Quantities for the cutting of trees as described in clause P3 of the Particular (Project) Specifications. Payment will be made per tree cut according to the stem diameter at 100mm above ground level. The rates tendered shall be all inclusive for:

• the cutting of trees,

• the application of herbicide on cut stumps,

• the removal and disposal of all cut and/or loose dead or dry branches and stumps within the worked area, and

• the monitoring of the level of control of work areas as described in clause P3 of the Particular (Project) Specifications.

4.1.4 TRIMMING OF TREES (PROVISIONAL)

Measurement and payment will be made under item of the Bill of Quantities for the trimming of trees as described in clause P3 of the Particular (Project) Specifications. Payment will be made per tree trimmed according to the tree height. The rates tendered shall be all inclusive for:

• the trimming of trees, and

• the removal and disposal of all cuts and/or loose dead or dry branches and stumps within the worked area.

b. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The required service shall be undertaken within the Western Cape Region including the far-north stations Beaufort west, De -Aar, Laingsburg Etc. and the following are the areas of focus but not limited to:

✓ Vacant PRASA Land

✓ Depot Facilities

✓ Rail reserves

✓ Vacant commercial properties

✓ Vacant residential properties

✓Wetlands

✓ Service roads

Service providers are required and encouraged to familiarize themselves with the requirements of the specifications and areas of focus to be able to give accurate price.

5. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

5.1. Particular / Generic specifications

The following particular and generic specifications are applicable to this contract:

• Specification for Vegetation Control

• E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment

• Safety arrangements and procedural compliance with occupational Health and safety Act, (Act 85 of 1993) and applicable regulations.

5.2. Plant, material and equipment

Except where otherwise specified, the Contractor shall provide all necessary labour, transport, plant, material, equipment, consumables, tools and services of every description required to complete the works included in this Contract and any other work arising from it.

The Contractor shall provide written certification of compliance with specification of any materials (chemicals) supplied by him.

No plant, material or equipment will be supplied by PRASA.

5.3. Existing services

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as a result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer.

5.4. Site establishment

5.4.1. Services and facilities provided by the Contractor:

• Site storage / camp site

The Contractor shall clear and prepare the site for his camp and the cost thereof shall be included in the rates quoted for the Works.

The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorized persons or

animals cannot gain access to such chemicals. The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

• Housing of employees

No housing of employees of the Contractor will be allowed on the property of the Passenger Rail Agency of South Africa and the Contractor shall make his own arrangements for the housing of his employees.

• Water supply, light, power etc.

The contractor shall make his own arrangements for the supply of water (for all purposes), light, power, approved portable sanitation facilities, and telephones as required for his camp site and on the site of the Works. Water may be obtained from existing PRASA points of supply, but the Contractor shall ensure that the water is suitable for the application of herbicides.

• Contractor's agent and communication

The Contractor or his duly authorised agent shall at all times be in possession of a cellular phone, in working condition, so as to enable the Technical Officer to communicate with the Contractor at all times during the duration of the contract. The Contractor shall allow for this in his rates quoted for the Works.

•Site office and Accommodation for the Technical Office

No site office will be required for the Technical Officer.

• Tidiness of site

The contractor shall continuously clear and dispose of rubbish, debris, waste and surplus materials to maintain the site in a tidy state.

• Removal of facilities established on site

On completion of the contract the Contractor shall remove all established facilities from the site and restore the site as directed by the Technical Officer.

• Security

The Contractor shall provide his own security for the protection of his workmen and assets.

• Occupation and Work Permits

No occupations and work permits will be granted and the contractor shall plan and execute the Works in such a manner that the safe passage of trains will not be affected. Clearances as set out in the E7/1 specification shall at all times be adhered to.

• Safety Clothing

The Contractor shall supply all relevant safety clothing to all supervision and labour. The Contractor shall also supply reflective vests to all supervision and labour so that they are more visible to train drivers. No separate payment will be made for safety clothing, as the contractor shall allow for this in his rates quoted for the Works.

5.5. MANAGEMENT

5.5.1. Management of the Works

a) Project Manager and Technical Officer

The Project Manager for this contract will be the PRASA FACILITIES MANAGER, Western Cape. The Technical Officer will be appointed by the Project Manager to administer the performance and the execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

b) Programme of Work, Planning and Sequence of Works

All works will be done as-and-when requested by the Technical Officer. The Technical Officer will issue a written callout/instruction describing and giving details and quantities of works to be done. The Contractor shall submit a detailed explanation of how he intends to perform the works. The period within which the Works detailed in each callout must be completed shall be agreed between the Contractor and the Technical Officer.

c) Co-operation with PRASA Staff

The Contractor shall co-operate with PRASA's and workmen on site, to their mutual benefit. All necessary co-operations will be afforded the contractor to enable the speedy completion of his work. However, should any dispute regarding the sequence or priority of the work arise, the decision of the Manager in this matter shall be regarded as final.

d) Site Meetings

The Technical Officer will arrange site liaison meetings as necessary. The Contractor or his duly authorized representative shall be available when called upon to attend site meetings with the Technical Officer or his representative.

e) Site Instructions and Site Diary

All instructions to the Contractor shall be in writing and shall be deemed to have been received if left with the Contractor or his agent at the Works or at the business premises of the Contractor or at his office on the site. The Contractor shall supply and have available on site at all times two triplicate carbon copy books. In one book, site instructions shall be recorded. The other book shall be used by the Contractor as a diary for recording day by day the state of the weather, the work done each day, labour and plant on the site of the works and full details of any circumstance which may affect the progress of the Works. The original sheet of each set of 3 pages will be removed from both books and retained by the Technical Officer. The Contractor may remove the second sheet, but the third sheet shall be retained on the site until completion of the Works.

5.6. Health and Safety

Health and Safety specifications

Most of the activities pertaining to the works will be executed on, over, under or adjacent to railway lines and near High Voltage equipment.

Trains will be operated on the railway lines while work is in progress. The Contractor shall at all times perform the work in such a manner that the tracks are safe for the passage of trains.

The contractor shall at all times be responsible for the safety of his personnel on the site of the works while paying special attention to the danger of them being over-run by passing trains.

The following generic (Standard) PRASA specifications are applicable to this contract:

• E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the E7/1 specification)

• Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations.

Site Access Certificate

A Site Access Certificate will not be issued unless the contractor's Health and Safety programme has been approved by the Technical Officer.

Non-Compliance to Contractual Safety Conditions

PRASA reserves the right to stop the Works and report the Contractor to the Department of Labour should the Contractor fail to adhere to any of the contractual safety conditions. No extension of time claim or relief of penalties requests arising from Works being stopped due to the Contractor's failure to comply with contractual safety conditions will be entertained.

SPECIFICATION FOR VEGETATION CONTROL

P1. Compliance

Where herbicide is to be used the Contractor shall ensure that this work is done in the presence and under the supervision of a registered Pest Control Operator. The Pest Control Operator must be registered with the Department of Agriculture, Forestry and Fisheries in the field of industrial weed control in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 11047) as amended.

P2. Cutting of Vegetation

The contractor shall take the necessary precautions to prevent damage to PRASA assets and other public or private properties. Where trees are too long and at a risk to damage property, the trees shall be cut in sections from the top downwards. Weeds, grass, small shrubs and bushes shall be cut with acceptable weed cutters or brush cutters to a height of not more than 100mm above ground level.

Woody plant material, i.e. trees, shrubs and bushes, shall be cut with acceptable chainsaws or brush cutters to a height of 100mm above ground level and the remaining stumps treated immediately after cutting with herbicide so that they cease to exist as living organisms or entities. The herbicide shall be mixed with a dye to indicate application. Only registered herbicides may be used. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used. The types of herbicides and the methods of application to be employed are subject to the approval of, and monitoring by the Technical Officer. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the

herbicides or herbicide mixtures concerned. Any deviation from the approved method of work or use of herbicides shall be subject to the approval of the Technical Officer.

Desirable plants shall only be trimmed back to the satisfaction of the Technical Officer.

Obstructing vegetation to be trimmed includes all vegetation of the following nature:

• All vegetation obstructing the line of sight of essential rail traffic signage.

• All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.

All cut and/or loose dead or dry branches and stumps within the worked area shall be removed from site within 5 days and dumped at an approved dumping site by the local authority. The Contractor may make use of a chipper, but chipped material shall be removed from PRASA's property.

No extra payment will be made for dumping as the contractor is expected to include for this in his tendered rates.

Failure to remove cut, dead or dry vegetation within 5 days shall result in PRASA charging the Contractor a penalty fee of R500.00 per day, which shall be deducted from money due to the Contractor.

P3. Performance Monitoring and Evaluation

The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

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

The Technical Officer will carry out monthly official inspections of the work for the purpose of measuring progress and evaluating whether standards have been achieved. The Technical Officer will inform the Contractor 3 days in advance of these inspections. The inspections shall be performed visually, and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.

During each of these inspections the work areas completed will be measured and evaluated. A work area that does not comply with the specified level of control will be recorded as a “rejected work area”.

The rejection of work areas that do not comply with the standard of control for individual work areas will be final and valid for that inspection. The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection. The rejection of a work area at a particular inspection shall remain final for that inspection for payment purposes, but the Contractor may execute further remedial work in order to achieve the required standard of control at the next inspection.

In the case where the Technical Officer and the Contractor fail to agree on rejected work areas, the rejected work areas shall be recorded as “disputed work areas”. The Contractor shall prepare an appropriate record of all disputed work areas in order that such disputes may be resolved by way of the dispute resolution procedures stipulated in the General Conditions of Contract.

The Technical Officer may at any time after treatment of an area order the Contractor to carry out remedial action, to be commenced within 2 weeks after being so ordered. Prior to the commencement of such remedial action a remedial work programme must be submitted to the Technical Officer for his approval. Failing to do so, the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

P4. Damage to Fauna and Flora

The Contractor shall always ensure that his employees exercise care and consideration for the fauna and flora within and adjacent to the area to be treated.

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

Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants. The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the executing of the works. Containers and residual material shall not be disposed of on PRASA property or as part of PRASA refuse.

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

The Contractor shall take the presence of drainage works in the work areas into account and shall ensure that no water-borne movement of herbicides is possible.

SITE INFORMATION

LOCATION AND ACCESS TO THE SITE OF THE WORKS

Access to the site of the Works is by public roads joining up with the service/mechanization roads of PRASA along the railway line. The Contractor shall not make use of private roads to gain access to the service/mechanization roads unless he can produce documentary proof of consent from the owner of such road and indemnifies PRASA against any claims that may arise from the use of such private roads.

Vehicle access to certain sections is restricted. The Contractor shall make his own arrangements with regard to access to the sites and shall allow for this in his rates tendered for the Works.

5.8. SPECIAL CONDITIONS FOR TENDERS

5.8.1. Limitation and Discretionary

Request for an appointment of 3 service providers to provide grass cutting, pruning of trees, tree falling vegetation control and illegal dumping on as an when basis within the western region for the period of 24 months

PRASA reserves the right to limit the appointment of one (1) service provider per Corridor.

6 TIME FRAMES / PROGRAMS

6.1.1 Contract period:

24 Months (2 years)

7. EVALUATION METHODOLOGY

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

The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. **The minimum threshold for technical evaluation is [70%], any bidderwho fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.**
Specific Goals	Evaluate Specific Goals
Price Evaluation	Respondents will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Recommendation	Report formulation and recommendation of Preferred and Reserved Respondents
Approval	Approval and notification of the final Respondent.

7.1 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 the table below for the selection of the preferred bidder that shall render professional services and construction management work for the project.

EVALUATION CRITERIA	WEIGHTING
Stage 1	**Compliance**
Stage 1A	Mandatory Requirements
Stage 1B	Other-Mandatory Requirements
Stage 1C	Documents required for Scoring
Stage 2	**Technical/Functionality**
Technical/Functional Requirements	Threshold of 70%
Stage 3	**Price and Specific Goals**
Price	80
Specific Goals	20
TOTAL	**100**

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

7.2 STAGE 1: COMPLIANCE REQUIREMENTS

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

7.2.1 Stage 1A- Mandatory Requirements

Should a bidder not submit the following mandatory documents/requirements, your bid will be automatically disqualified.

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

Mandatory Compliance Requirements		
No.	**Description of requirement**	
a)	Price Schedule/Bill of Quantities (BOQ) and Tender Form C must be submitted as **volume 2 in Envelope 2**. If Price Schedule/Bill of Quantities (BOQ) and Bid Form C are submitted in envelope 1, bidder will be automatically disqualified.	
b)	Briefing Session certificate **(Form D)** must be completed, signed and submitted. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
c)	Provide proof of offices and or Builders yard / workshop in this region. Telephone Bill / Municipal Bill / Bank Account, each or all Noting the Address of the Offices / Workshops in the Specific Region. The Bid evaluation team may choose to visit the contractor's premises to ascertain that the bidder is indeed have offices within the Western Cape Region.	

7.2.2. Stage 1B – Other Mandatory Requirements

Bidders who do not submit the following other mandatory documents/requirements, at pre-award stage, PRASA may request the bidder to submit the information within three (3) working days. Should this information not be provided, your bid proposal will be disqualified at pre-award.

Only bidders who comply with stage 1B at pre-award stage will be evaluated further.

Other - Mandatory Returnable Document		
No.	**Description of requirement**	
a)	Letter of Good Standing (COIDA)	
b)	Supply of Valid Sars Pin	
c)	CSD Supplier Registration Number	
d)	Completion of All RFP Documentation (Includes ALL Declarations)	
e)	Bidders to Fill and Sign the closing/submission register **at PRASA Tender drop office,3 Old Marine Drive** on submission of the RFP documents	
f)	Proof of Bank Account (i.e. Letter Issued by The Bank)	
g)	Proof of Company Registration Documents, (Certificate of Incorporation)	
h)	Joint Venture/Consortium agreement/Trust Deed/Confirmation in writing of intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process (if applicable) **SIGNED BY ALL PARTIES**	

7.2.3 STAGE 1C – DOCUMENTS REQUIRED FOR SCORING

Documents required for Scoring - The following Other-Mandatory Documents used for purposes of scoring a bid. If not submitted by the closing date and time of this bid will not result in a Respondent's disqualification. However, Respondents will receive a score of zero for the applicable evaluation criterion: -

Certified copy of ID Documents of the Owners
Audited Annual Financials/ B-BBEE Certificate/Affidavit
CIPC Documents / B-BBEE Certificate/Affidavit

7.3 STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

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

Item	Criteria	Weight
1.1	Grass cutting and vegetation control Implementation Plan	25
1.2	Health and Safety Plan	25
1.3	Financial Capability: Operating Cashflow	20
1.4	Previous/ current relevant experience	30
	TOTAL	100

7.3.1 TECHNICAL EVALUATION CRITERIA

Bidders are evaluated based on the functional criteria set out in this RFP. The minimum threshold for the technical/functionality requirements is 70%. Bidders who score below this minimum requirement shall not be considered for further evaluation.

CRITERIA	DESCRIPTION	SCORING / APLICATION	WEIGHTING
Grass cutting and vegetation control Implementation Plan	Implementation Plan indicating different services. - Grass cutting Implementation Plan. - Vegetation control (Herbicide) handling Plan **Pest Control Operator (PCO)** registered with the Department of Forestry, Fisheries and the Environment **in the field of industrial weed control** in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. Pest Control Operator (PCO) must have a valid PCO -Registration certificate at time of quoting and for the duration of the contract. Should the PCO. Registration certificate is not renewed in time due to a backlog at the Department of Forestry, Fisheries and the Environment, a copy of the current certificate together with proof of renewal application from the Department of Forestry, Fisheries and the Environment must be submitted. And other relevant certificate within the industry. - Training schedule including formal and on the job training on but not limited to, Occupational Health & Safety, Power tools training, and housekeeping, - Recycling initiative plan -Waste handling (Management) plan. - Resources (tools, personnel, Loading Vehicles etc.) align to the scope of work	0- One of the implementation plan required of the listed services /No information / irrelevant submission. 1- Two of the Implementation Plan required of the listed services 2- Three of the Implementation Plan required of the listed services 3- Four of the Implementation Plan required of the listed services 4- Five of the Implementation Plans required of the listed services 5- Six of the Implementation Plans required of the listed services	**25%**

Health and Safety Plan	A safety plan to be submitted in accordance with the OHSA1993 and Passenger Rail Agency of South Africa Health and Safety Specification. Including but not limited to: - Safe working Procedures, - Indicates frequency of the safety meetings. -List of PPE to be used by Cleaning Personnel -Detailed risk management plan - Certificate for Health and safety (fire and first aid training are acceptable)	0: No information / irrelevant submission 1: Submitted a Health and Safety Plan fully addressing 1 Item as listed. 2: Submitted a Health and Safety Plan fully addressing 2 Item as listed. 3: Submitted a Health and Safety Plan fully addressing 3 Item as listed. 4: Submitted a Health and Safety Plan fully addressing 4 Item as listed. 5: Submitted a Health and Safety Plan fully addressing 5 or more Item as listed.	**25%**
Financial Capability: Operating Cash-flow	**Financial Capacity: Operating cash flow** Provide two (2) recent year's annual financial statements prepared by the registered professional which reflect the company financial capability to manage the project. Required components of financial statement: Statement of financial position) Balance sheet (statement of cash flow), income statement (Profit and Loss) **Formula**: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities	0: No Submissions of financial Statement 1. Submission of incomplete or irrelevant of financial Statement 2. Operating Cash Flows Ratio X < 0 3. Operating Cash Flows Ratio 0 $\leq$ X < 0.5 4. Operating Cash Flows Ratio 0.5 $\leq$ X $\leq$ 1 5. Operating Cash Flows Ratio X > 1	**20%**

Previous/current **Relevant experience**	**Company experience:** Score will be based on successfully completed horticultural projects i.e. grass cutting and vegetation control or similar projects implemented (from 2016-2026 period of which details are provided: Contractor to submit: -Signed reference letter on a company letterhead with a contact detail indicating the completion and Value of the project. - attached letters of appointment Note: Both documents must be submitted to awarding any points	0. No Submissions or irrelevant information 1. Previous jobs completed to the value less than R 2 000 000. 2. Previous jobs completed summing to the value of R 2 000 001- R 4 000 000. 3. Previous jobs completed summing to the value of - R 4 000 001.- R 6 000 000. 4. Previous jobs completed summing to the value of R 6 000 001.- R8 000 000. 5. Previous jobs completed summing above the value of R10 000 000.	**30%**

9.4 STAGE 3: PRICING AND SPECIFIC GOALS

Bidders should provide their price proposal in envelope 2, which should include Tender Form C and Price schedule (Financial Offers)

Provide proof of Specific Goals in Envelope 1

The following formula shall be used by the Bid Evaluation Committee to allocate scores to the qualifying Respondents.

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

The maximum points for this tender are allocated as follows:

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where :

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

9.4.2. POINTS AWARDED FOR SPECIFIC GOALS

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

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of

(a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Acceptable evidence
51% Black Women Owned	4		Certified copy of ID Documents of the Owners
51% Black Owned	4		CIPC Documents / B-BBEE Certificate/Affidavit
51% Black Youth Owned	4		Certified copy of ID Documents of the Owners
QSE 51% Black Owned	4		Audited Annual Financials/ B-BBEE Certificate/Affidavit
Entities with a B-BBEE contributor status of at least level 2	4		CIPC Documents / B-BBEE Certificate/Affidavit
	20		

9. VALIDITY PERIOD

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

10. POST TENDER NEGOTIATION (IF APPLICABLE)

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20 or / 90/10.

11. FINAL CONTRACT AWARD

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Enterprise Development and Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

12. FAIRNESS AND TRANSPARENCY

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

SECTION 3

Bidders are required to complete the Pricing Schedule/ BOQ (Annexure C) and Price in words (Tender 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 Respondents 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 Respondent is not market related, PRASA may not award the contract to the Respondent. PRASA may:

1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;

1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and

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

1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

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2 DISCLOSURE OF PRICES QUOTED

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

3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

N/A

4 OWNERSHIP OF DESIGN

N/A

5 SERVICE LEVELS

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

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

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

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

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

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

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

Acceptance of Service Levels:

YES	

6 TOTAL COST OF OWNERSHIP (TCO)

6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).

6.2. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

7 FINANCIAL STABILITY

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

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

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8 VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

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

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

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

Respondents 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 Respondent agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The Respondent understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect. SIGNED at _____ on this _____ day of _____20…..

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10. GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

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

10.2 PRASA'S TENDER FORMS

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

10.3 PRECEDENT

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

10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

- PRASA shall confirm with the Respondent whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Respondent and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests

of the Respondent or is commercially sensitive information, PRASA shall not release such information to other Respondents if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Respondent if released and fairness and transparency requires that such information be released to all Respondents, PRASA may:

  i. inform the relevant Respondent of the necessity to release such information and/or response to RFP and request the Respondent to consent to the release thereof by PRASA; or
  ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
  iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

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

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

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

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Respondent where the Respondent, 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 Respondents to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Respondent, or for

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

10.7 INSURANCE

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

10.8 NO CONTACT POLICY

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

10.9 CONFLICT OF INTEREST

No Respondent member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Respondents are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Respondents to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

10.10 COLLUSION AND CORRUPTION

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

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or

- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Respondents represents that the Respondent 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 Respondent undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred Respondent 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 Respondent will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

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

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

10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Respondent in relation to any stage of the Project, shall be borne by the Respondent. 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 Respondent in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

10.13 RESPONSE TO THE RFP WARRANTY

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

11 CONDITIONS OF TENDER

General

Actions	1	PRASA's *Representative* and each *tenderer* submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.
Interpretation	2	Terms shown in *italics* vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.
	3	Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the *tender returnables* are deemed to be part of these Conditions of Tender.
	4	The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.
Communication	5	Each communication between PRASA and a *tenderer* shall be to or from PRASA*'s Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a *tenderer.*
PRASA's rights to accept or reject any tender	6	PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA*'s Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender.
	7	After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

Tenderer's obligations

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

Eligibility	1	Submit a tender only if the *tenderer* complies with the criteria stated in the Scope of work/ specification.
Cost of tendering	2	Accept that PRASA will not compensate the *tenderer* for any costs incurred in the preparation and submission of a tender.
Check documents	3	Check the *tender documents* on receipt, including pages within them, and notify PRASA*'s Representative* of any discrepancy or omissions in writing.
Copyright of documents	4	Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.
Standardised specifications and other publications	5	Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the *tender documents* by reference.
Acknowledge receipt	6	Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.
	7	Acknowledge receipt of Addenda / Tender Briefing Notes to the *tender documents,* which PRASA*'s Representative* may issue, and if necessary apply for an extension to the *deadline for tender submission*, in order to take the Addenda into account.
Site visit and / or clarification meeting	8	Attend a site visit and/or clarification meeting at which *tenderer*s may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, *i*-tender website and CIDB website.
Seek clarification	9	Request clarification of the *tender documents,* if necessary, by notifying PRASA*'s Representative* earlier than the *closing time for clarification of queries*.

Insurance

10 Be informed of the risk that needs to be covered by insurance policy. The *tenderer* is advised to seek qualified advice regarding insurance.

Pricing the tender

11 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *tenderer.* Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.

12 Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.

13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract.*

14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.

Alterations to documents

15 Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's *Representative* or if necessary to correct errors made by the *tenderer.* All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.

Alternative tenders

16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes.

17 Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.

Submitting a tender

18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.

NOTE:

19 **Return the completed and signed *PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification***

20 **Submit the tender as an original plus 1 copy and an electronic version which should be contained in Memory Cards clearly marked in the Respondents name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**

21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.

22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer*'s name and contact address.** Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2.**

23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked “CONFIDENTIAL”

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

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

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

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

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

Closing time

25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the *deadline for tender submission*. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.

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

Tender validity

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

28 Extend the *validity period* for a specified additional period if PRASA requests the *tenderer* to extend it. A *tenderer* agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.

Clarification of tender after submission

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

Submit bonds, policies etc.

30 If instructed by PRASA*'s Representative* (before the formation of a contract), submit for PRASA*'s* acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *tenderer* in terms of the *conditions of contract*.

31 Undertake to check the final draft of the contract provided by PRASA's *Representative,* and sign the Form of Agreement all within the time required.

32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.

Fulfil BEE requirements

33 Comply with PRASA's requirements regarding BBBEE Suppliers.

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12 PRASA'S UNDERTAKINGS

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

Respond to clarification

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

Issue Addenda

2 If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents.* If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's *Representative* shall notify the extension to all *tenderer*s.

Return late tenders

3 Return tenders received after the *deadline for tender submission* unopened to the *tenderer* submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.

Non-disclosure

4 Not disclose to *tenderer*s, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.

Grounds for rejection

5 Consider rejecting a tender if there is any effort by a *tenderer* to influence the processing of tenders or contract award.

Disqualification

6 Instantly disqualify a *tenderer* (and his tender) if it is established that the *tenderer* offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.

Test for responsiveness

7 Determine before detailed evaluation, whether each tender properly received

- meets the requirements of these Conditions of Tender,
- has been properly signed, and
- is responsive to the requirements of the *tender documents*.

8 Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the *tender documents* without material deviation or qualification. A material deviation or qualification is one which, in PRASA *'s* opinion would

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

Non-responsive tenders

10 Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Arithmetical errors

11 Check responsive tenders for arithmetical errors, correcting them as follows:

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

tenderer's addition of prices, the total of the Prices, if any, will be corrected.

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

Evaluating the tender

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

Clarification of a tender

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

Acceptance of tender

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

Notice to unsuccessful tenderers

16 After the successful *tenderer* has acknowledged PRASA'*s* notice of acceptance*,* notify other *tenderer*s that their tenders have not been accepted, following PRASA's current procedures.

Prepare contract documents

17 Revise the contract documents issued by PRASA as part of the *tender documents* to take account of:

- Addenda issued during the tender period;
- inclusion of some of the *tender returnables*; and
- other revisions agreed between PRASA and the successful *tenderer,* before the issue of PRASA's notice of acceptance (of the tender).

Issue final contract

18 Issue the final contract documents to the successful *tenderer* for acceptance within one week of the date of PRASA's notice of acceptance.

Sign Form of Agreement	19	**Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.**
Provide copies of the contracts	20	Provide to the successful *tenderer* the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.