

**REQUEST FOR TENDER (RFT) FOR APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



**HO/PT/ENG/(WH)/185/05/2021**

**BID NUMBER: HO/PT/ENG(WH)/185/05/2021**

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<b>CLOSING DATE</b>	<b>14 DECEMBER 2021</b>
<b>CLOSING TIME</b>	<b>12H00</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>Passenger Rail Agency of South Africa, 30 Wolmarans Street Umjantshi House, Braamfontein</b>
<b>BIDDER NAME</b>	.....
<b>BID RETURN ADDRESS (BIDDING ENTITY RETURN ADDRESS)</b>	<b>Contact Number.....</b> <b>Company Name.....</b> ..... ..... .....

## **Disclaimer**

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

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

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

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

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

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

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in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

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

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

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

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

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

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

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

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

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

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

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

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

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

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Local Content Annexures (Annexures C, D and E as well as guidance on the calculation of the Local Content SATS 1286; 2011 addition 1)

## **2 ACRONYMS**

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

### **3 INTERPRETATION**

In this RFT, 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 RFT;
- 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 RFT, unless the contrary is specifically indicated;
- 3.6 any reference to the RFT, schedule or appendix, shall be construed as including a reference to any RFT, schedule or appendix amending or substituting that RFT, schedule or appendix;
- 3.7 the schedules, appendices and Briefing Notes issued pursuant to this RFT, form an indivisible part of the RFT and together with further clarifying and amending information provided by PRASA, constitute the body of RFT documentation which must be complied with by Bidders;
- 3.8 in the event of any inconsistency between this RFT or other earlier information published with regard to the Project, the information in this RFT shall prevail; and
- 3.9 this RFT shall be governed by and applied in accordance with South African law.

#### **4 DEFINITIONS**

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

- 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 RFT.
  - 4.3 “Bid” means the Bid to the RFT submitted by Bidders;
  - 4.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
  - 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” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen ;
  - 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 RFT in respect of the tender;
  - 4.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFT and “Consortia” means more than one Consortium;
  - 4.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFT.
  - 4.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **14 December 2021 @ 12h00**;
- “Project” means this project for the **Appointment of Contractors for the Renewal and Refurbishment of Wheel-Sets on an “as and when basis” for the Rolling Stock fleet for PRASA rail**
- 4.15 “RFT” means the Request for Proposals issued by PRASA for this bid; and

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

## **SECTION 1**

### **NOTICE TO BIDDERS**

#### **1 INVITATION TO BID**

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

<b>BID DESCRIPTION</b>	<b>APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL</b>
<b>BID ADVERT</b>	This RFT will be advertised on National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> with effect from <b>17 NOVEMBER 2021</b>
<b>ISSUE DATE</b>	<b>17 NOVEMBER 2021</b>
<b>COLLECTION DATE DEADLINE (if applicable)</b>	N/A
<b>NON-COMPULSORY BRIEFING SESSION</b>	Online Briefing Session via Microsoft Teams Date: <b>23 November @ 13H00</b> Bidders Should Click on the following Link to attend the briefing
<b>CLOSING DATE</b>	<b>14 DECEMBER 2021 @ 12H00</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 Business Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>29 November 2021</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>03 December 2021</b>

**REQUEST FOR TENDER (RFT) FOR APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



**HO/PT/ENG/(WH)/185/05/2021**

**CONTACT PERSON**

**Agnes Sekhuthe – asekhuthe@prasa.com and  
copy Rosemary Moagi at rmoagi@prasa.com**

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

**2 FORMAL BRIEFING**

A non-compulsory RFT briefing session will be online via Microsoft Teams on **23 November 2021 at 13h00**. Bidders are requested to click on the link provided on the Main National Treasury advertisement to join the briefing session. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents joining late.

Despite the briefing session being non-compulsory, PRASA nevertheless encourages all Respondents to attend. PRASA will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.

**3 BRIEFING SESSION MINUTES AND NOTES**

**3.1** PRASA will issue briefing session minutes or notes within three working days from the date of the briefing session.

**3.2** Bidders / Respondents are requested to promptly submit any clarifications on or before the deadline date stated.

**3.3** Responses to clarifications / questions will be provided on or before the deadline date stated.

**4 PROPOSAL SUBMISSION OF RFT RESPONSE**

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

**RFT No:** **HO/PT/ENG/(WH)/185/05/2021**

**Description of Bid** **APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**

**Closing date and time:** **14 DECEMBER 2021 @ 12H00**

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

## 5 DELIVERY INSTRUCTION FOR RFT

### Delivery of Bid

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

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

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

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

### 6.1 B-BBEE Joint Ventures or Consortiums

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

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

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

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

## **6.2 Subcontracting**

As an organ of state, PRASA fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement must include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the

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



successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

In terms of SBD 6.1 of this RFT [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

## **7 COMMUNICATION**

- 7.1** For specific queries relating to this RFT during the RFT process, bidders are required to adhere strictly to the communication structure requirements. An RFT Clarification Form should be submitted to [asekhuthe@prasa.com](mailto:asekhuthe@prasa.com) and copy Rosemary Moagi at [rmoagi@prasa.com](mailto:rmoagi@prasa.com) on or before **29 November 2021**, substantially in the form set out in **Annexure 2** hereto.
- 7.2** In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the non-compulsory briefing session.
- 7.3** After the closing date of the RFT, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number [011 013 1594, email: [asekhuthe@prasa.com](mailto:asekhuthe@prasa.com) on any matter relating to its RFT Proposal.
- 7.4** Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.5** Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFT between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

## **8 CONFIDENTIALITY**

- 8.1** PRASA shall ensure all information related to this RFT is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict

confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA’s business, written approval to divulge such information must be obtained from PRASA.

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

## **9 INSTRUCTIONS FOR COMPLETING THE RFT**

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

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

### **Volume 1 (Envelop 1/Package 1)**

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

### **Volume 2 (Envelop 2/ Package 2)**

- **Part C:** Financial Proposal

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

- 9.3** Bidders must submit 1 original response, 1 copy and two electronic version which must be contained in CDs or Memory Sticks clearly marked as Volume 1 and Volume 2 in the Bidders name.
- 9.4** Bidders must ensure that their response to the RFT is in accordance with the structure of this document.
- 9.5** Where Bidders are required to sign forms they are required to do so using a black ink pen.

- 9.6** Any documents forming part of the original responses to RFT but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 9.7** Each response to RFT must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFT. Responses to RFT must be neatly and functionally bound, preferably according to their different sections.
- 9.8** The original responses to RFT must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFT as proof of authorization. By signing the responses to RFT the signatory warrants that all information supplied by it in its responses to RFT is true and correct and that the responses to RFT and each party whom the responses to RFT signatory represents, considers themselves subject to and bound by the terms and conditions of this RFT.
- 9.9** The responses to RFT formulation must be clear and concise and follow a clear methodology which responses to RFT must explain upfront in a concise Executive Summary and follow throughout the responses to RFT.
- 9.10** Responses to RFT must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFT, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFT. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 9.11** Information submitted as part of a responses to RFT must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.12** Responses to RFT must ensure that each requirement contained in the RFT is succinctly addressed. Responses to RFT should as far as possible use the terms and definitions applied in this RFT and should clearly indicate its interpretation of any differing terminology applied.
- 9.13** Response to RFT documents are to be submitted to the address specified in item 5 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.

**REQUEST FOR TENDER (RFT) FOR APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



**HO/PT/ENG/(WH)/185/05/2021**

- 9.14** Unless otherwise expressly stated, all Proposals furnished pursuant to this RFT shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 9.15** Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFT documents.
- 9.16** Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of the evaluation.**

## **10 RFT TIMETABLE**

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

<b>RFT PROCESS</b>	<b>MILESTONE DATES</b>
Bid issue date	<b>16 November 2021</b>
Compulsory Briefing Session for Bidders	<b>23 November 2021 @ 11h00</b>
Closing date for Questions	<b>29 November 2021</b>
Closing date for Responses	<b>03 December 2021</b>
Closing Date for Submission of final Bid	<b>14 December 2021 @ 12h00</b>
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

## 11 CONTRACT DURATION

The contract duration will be three (3) years.

## 12 LEGAL COMPLIANCE

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

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

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

## 13 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:**  
\_\_\_\_\_.

## 14 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not

limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

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

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

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

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

New Tax Compliance Status (TCS) System

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

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

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

## **15 PROTECTION OF PERSONAL DATA**

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the

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

## **SECTION 2**

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

#### **1 INTRODUCTION AND BACKGROUND**

Passenger Rail Agency of South Africa (“PRASA”) has identified the need to appoint **CONTRACTORS FOR THE REFURBISHMENT AND REPLACEMENT OF WHEEL SETS (MISSION CRITICAL COMPONENTS) ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET OF PRASA RAILHNLCAEC**

#### **2 OVERVIEW**

PRASA Rail has a national fleet of 4398 coaches (comprised of Motor and Trailer Coaches), 124 locomotives and 1524 long distance coaches that requires safety critical components such as the wheels on an “as and when” basis for any overhauling or wheels replacements. The average fleet age is 37 years. Normal life span of Rolling Stock is 40 years.

The mentioned wheels are there to improve and sustain the availability of a train set and the safety of commuters. The current fleet is dependent upon the availability of wheels for both Metrorail and MLPS. This highlights the criticality of ensuring the availability and reliability of wheelsets are there to help in the planned maintenance process within the depots. The availability of wheelsets that are maintained through re-profiling and wheel replacements aids with the change outs process at the depots during maintenance.



### **Metrorail Impact:**

In an ordinary trainset consist of Metrorail 12-coaches including 3 Motor coaches (the rest of 9 coaches being trailer coaches), the wheel sets plays a key role in ensuring that the trainset performs to its optimal level within the minimum required tolerances. In instances whereby wheels of a certain motor coach are out of tolerance, it therefore means that particular coach or coaches with defected wheel set will be taken out and replaced with another one. At that instance the trainset will not be available to run the service. This condition will have an immediate impact in the availability of the trainset, which will result in train delays and in worst case there will be a cancellation of trainsets.

### **MLPS locomotives Impact:**

Similarly to the Metro coaches, same principle applies. In order to ensure there's fleet reliability and availability, all wheel sets must be within the required tolerances. The locomotive consist of the MLPS trainset which depends on the load configuration (i.e. number and type of coaches) which can be one or two locomotives hauling the trainset.

The scenario is similar to the Metrorail trainset where the locomotive (or one in the 2-locomotive consist) has a wheel wear that is out of tolerance, then there will also be train delays and sometimes train cancellations. This ultimately has negative impact on the availability of the trainset to transport commuters. The availability of these wheel sets plays a significant role in ensuring that there is available trains scheduled accordingly to transport commuters (Metrorail service and passengers (MLPS service)).

### **Types of Wheel-sets**

The wheels in PRASA Rail are comprised of the following type of wheels:

- 5M2AR: Wheels for Motor Coaches (with Oil Sleeve Bearings)
- 5M2A: Wheels for Motor Coaches (with Cannon Box Bearings)
- R6: Trailer Coach Wheels
- 8M: Wheels for Motorised Trailers and Non-motorised Coaches
- Electric Locomotive Wheels: Wheels for Electrical Locomotives
- GM & GE Class Diesel Wheels: Wheels for Diesel Locomotives



PRASA's Rolling Stock depots have a national footprint and are located in the following regions for both Metrorail and Shosholoza Meyl (MLPS) business:

1. Gauteng South - 2 main depots
2. Gauteng North - 1 main depot
3. Western Cape - 3 main depots
4. Eastern Cape - 2 small depots
5. Kwa Zulu Natal - 3 main depots
6. Free State - 1 small depot

## **2.1 STATUS QUO**

There is currently a short-term interim measure for Wheel-Sets Services contract. This tender is for a mid term (i.e. 3 years contract).

## **2.2 PROBLEM STATEMENT**

2.2.1 Over 75% of the current Metrorail fleet is over 30 years with the average age of the fleet at over 38 years. The business decision is to keep the fleet operational for at least another 15 years and the only means is to intensify maintenance through carrying out scheduled maintenance consistently and effectively.

2.2.2 In recent periods, both the Metrorail and Mainline Passenger Services (MLPS) current fleet has proven to be unreliable resulting in unavailability of the operational trainsets. The Refurbishment of Wheels program will form part of the seeking solutions in contributing to improving reliability, therefore leading to availability of operational trainsets in a sustainable manner.

## **PICTORIALS**

Below are the typical pictures of the defected wheel sets that are specified in this document.



Figure 1: Thermal Cracks



Figure 2: Rolling Contact Fatigue



Figure 3: Spalling



Figure 4: Skidded Wheel



Figure 5: Hollow wear

**Below are the pictures of some of the components:**



Figure 6: R6 Wheels

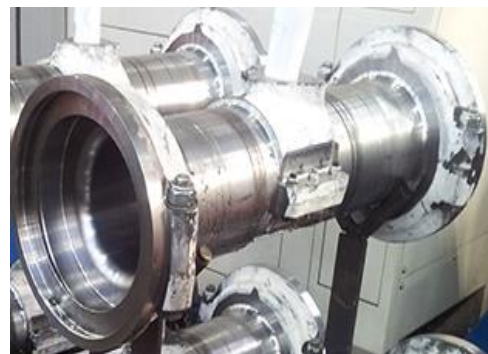


Figure 7: R6 Cannon Box



Figure 8: Locomotive Wheel

### 3. KEY OBJECTIVES OF THE RFT

This is a bid for the appointment of multiple contractors for wheel sets service providers for maximum of 3 years on an as and when contract for replacement, renewal and refurbishment.

These contracts will contribute positively to PRASA’s strategic objectives in ensuring that there are minimized train delays and cancellations and thus improvement of reliability and availability full trainsets.

It will provide PRASA with the ability to reach its performance targets as set out within the business plan.

### 4. SCOPE OF WORK

The scope of work for the refurbishment or replacement of wheelsets is categorized with a standard work list, with a labour portion and material costs list for each specific type of wheelset. The complete generic process entails the following steps for wheelsets management:

**The scope of work for this project shall entail the following activities:**

**The following will be carried out by the depots:**

- i. **Shedding/Lifting Shop:** During routine maintenance where condition based maintenance is applied for preventive measures. The affected wheelset will be inspected and measurements will be recorded with a mini-prof gauge. The wheelsets will be examined by PRASA based on its condition and condemning limits guided by the maintenance checklist.
- ii. **Wheelset Removal:** The affected wheelset will be removed from a Motor coach or Locomotive. Its serial number will be recorded including the failure type, this data will be

loaded in the Fleet Maintenance Management System (FMMS) or SAP which is a computerised management system utilised by Maintenance personnel at the depot.

***As part of system improvement, the updated information from FMMS will also be system shared with the appointed Service providers that would have worked on their specific allocation of components in ensuring that there's transparency and accuracy in components performance tracking (inflow & outflow). PRASA ICT will assist in this process.***

- iii. Depot will use the available allocation procedure to allocate the defective component to the appointed service provider based on the: **Quality record, turnaround times and lead times, warranty records, and workload on supplier's allocation.**
- iv. The depots will be performing all the necessary inspections, evaluations, recordings and testing of components through its Quality management departments. Currently, this method is not recorded or documented, meaning it is at the depot's discretion but henceforth the performance will be managed by both Head Office and Depot.

**To be carried out by the Contractor:**

- i. **Collection of wheelsets:** The wheels will be ready for collection by the service provider at the depot including the delivery after refurbishment is completed. The depots will issue a Job Card to the service provider with the nature of failure recorded and the job card will be signed by both the depot and service provider. The service provider will transport the component to their workshop to execute maintenance.
- ii. **Creation of the Worklist (Mechanical and Electrical Assessments):** The component will be visual inspected, pre-tested, stripped, cleaned, re-inspected (e.g. measurements taken, etc.) and quoted. This is to create a worklist of the components to be repaired or replaced during refurbishment and/or overhaul. A Prasa Quality Assurance (QA) representative together with the Service provider must both agree and approve the worklist. There can be instances where a PRASA Engineer may be required depending on the complexities of the work required.
- iii. **A PRASA Quality Assurance (QA)** representative together with the Service provider must both agree and approve the worklist. There can be instances where a PRASA Engineer may be required depending on the complexities of the work required.
- iv. The below is the typical scope of work to all Wheelset:

### **Standard Work**

- Clean Wheel-set for inspection
- Inspect, Test, Size and quote (complete wheel-set including canon box where applicable)
- Remove & Replace bearings (axle end bearings)
- Non-Destructive Test Wheel & Axle- Magnetic Particle Inspection (MPI) Test) on the axle surfaces & bearing seats.
- Ultrasonic Test (Rim areas of wheelset)
- Non-Destructive Test Gear Wheel - MPI Test

### **Additional work**

- Remove and Replace Tyre (retyre)
- Recondition Wheel-Centre
- Remove and Replace Solid Wheel
- Re-profile Old Tyre/Solid Wheel
- Profile New Tyre/Solid Wheel
- Remove & Replace Wheel on Gear End (Drive) side
- Remove & Replace Resilient Wheel Gear
- Remove & Replace Wheel on Non Gear End
- Convert Solid Wheel to Tyre
- Recondition old Axle (Center Portion)
- Repair axle centre hole (centre bore)
- Dalic Plate Axle End (Bearing Seats)
- Remove & Replace Resilient Bushes & Pins
- Remove, Repair & replace Cannon box (bearings)
- Convert Journal type axle to APF including adaptor
- Building a Complete New Wheel-set (tyred)
- Spin Test Wheel-set
- Re-machined Axle (axle modification)
- Remove and Replace Tyre (retyre) Including Welding of Hub

### **Material (New or Reconditioned Parts)**

- New tyre bored to size
- New Gibson ring
- Old Gibson ring
- New Wheel Resilient Gear
- Re-profiled/Reconditioned Resilient Gear
- Supply New Wheel-Centre
- New Axle machined to size
- New resilient bushes
- New Resilient pins



- New Cannon Box
- Reconditioned Cannon Box
- New axle end bearings
- Reconditioned bearings
- Remanufactured bearings
- New Adaptors (for bearings)
- Suspension Bearings (White metal SKF type)
- Cannon box Bearings (Drive End) Timken Labyrinth
- Cannon box Bearings (Non Drive End) Timken Abutment ring
- New Resilient Gear Wheel Centre (Spider)
- Stud Taper Shank - Cannon Box - 5E1 & 5M2A 066066701
- Stop Cannon Box
- Spacer ring 5M2A
- Screw Cap

v. Preliminary Work: Quality Assurance function

- **Approval of the Scope of work:** The scope of work must be rejected or approved by a PRASA representative (Quality Assurer and/or Engineer) before work commences.
- **Approval of the quotation:** A respective PRASA representative (a Maintenance Support Manager/Components Manager/Executive Manager – in accordance with PRASA delegation of Authority) will approve the quotation based on size and value of scope of work. A Purchase Requisition (P.R) and Purchase Order (P.O) will be created in SAP system. The P.O will be sent to the Service provider to proceed with the repair/refurbishment/replacement work.

vi. Preliminary-Approval of Work

**Preliminary-approval of work done before final testing:** At certain holding points a PRASA Quality Assurer will approve/rejects work done guided by a checklist before final assembly.

vii. Post-Work: Quality Assurance function

**Final Approval:** After the component is assembled, final functional testing will take place during that holding point and a PRASA representative (Quality Assurer) will be

present to witness the test. Once the component has passed the test, both the contractor and the Q.A will approve the work done.

viii. Final Delivery of the components

Delivery of the component: Once the component is delivered back to the PRASA depot, a delivery note is signed by a PRASA representative and the goods are received in order. The invoice and all supporting documents are issued to PRASA. PRASA will then initiate the payment of the work done.

Attached Annexures reflect the detailed scope of work for all the specified Wheelsets for light and heavy Repairs (Refer to Annexure 4).

#### 4.1 DETAILS ON THE PREFERRED SOLUTION

The Contract duration will be **3 years**. The preferred solution includes refurbishment and/or overhaul of train wheel sets to return them to the acceptable standard specification.

Below is a table of the Number of wheels that are currently installed to all Motor Coaches, Trailer Coaches and Locomotives. There are currently 24188 wheels in Rolling Stock.

**Table 1: Number of wheels in Metrorail**

Motor & Trailer Coaches for Metrorail					
TYPE	Braamfontein	Cape Town	Durban	Wolmerton	Totals
Totals	1544	1261	788	805	4398
Number Of Wheels	6176	5044	3152	3220	17592

**Table 2: Number of wheels in MLPS**

SMEYL		
LOCOMOTIVES		
Region	Total	Number of wheels
Braamfontein	59	236
Culemborg	30	120
Bloemfontein	12	48



**REQUEST FOR TENDER (RFT) FOR APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



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<b>Durban</b>	7	28
<b>East London</b>	12	48
<b>Port Elizabeth</b>	3	12
<b>Polokwane</b>	2	8
<b>Total</b>	<b>125</b>	<b>500</b>
<b>COACHES</b>		
<b>Total</b>	<b>1524</b>	<b>6096</b>
<b>Grand Total</b>		<b>6596</b>

**The following details are the focus areas of the preferred solution:**

**i. Allocation of Work**

PRASA’s Rolling Stock depots have a national footprint and are located in the following regions for both Metrorail and Shosholozza Meyl (MLPS) business units:

- Gauteng South - 2 main depot (Braamfontein Metrorail and MLPS)
- Gauteng North - 1 main depot (Wolmerton Metrorail)
- Western Cape - 3 main depots (Culemborg MLPS, Salt River and Padden Island Metrorail)
- Eastern Cape - 3 small depots (East London, Port Elizabeth and Kimberly Metrorail & MLPS)
- Kwa Zulu Natal - 2 main depots (Springfield Metrorail and Durban MLPS)
- Free State - 1 small depot (Bloemfontein MLPS).

All work distribution to the appointed Contractors will be done as described in the work allocation model (**Refer to Annexure 4G**), in accordance with Bidder’s selected choice of Wheels and in line with their evaluated competency and capacity outcome.

**ii. Standard of Work**

- The Contractor shall ensure that material used in the refurbishment of wheel sets meets the specifications as reflected in the Original Equipment Manufacturer (OEM) manuals.
- The Contractor shall perform the work in accordance to the scope of work as per Original Equipment Manufacturing’s relevant Overhaul Specifications and Manuals.

**iii. Rectification of Sub-Standard Work**

Where the specified standards of workmanship and accuracy are not attained, this will be picked up during the quality holding point(s) based on the repair process as prescribed by PRASA.

**iv. Contract Performance – KPIs**

The Project KPI's from a performance monitoring perspective in order to manage the wheel sets allocation method or model will be based on the following:

- Refurbishment turnaround times.
- Non-conformance reports (NCR's)
- Warranty reworks turnaround time

A draft Service Level Agreement (SLA) is attached in Annexure 3, which will be signed between PRASA and the awarded Contractors for a specific repair work to be performed. This SLA agreement should also be read in conjunction with the attached Draft Contract in Annexure 1.

**v. Conditions Of Contractors To be Appointed**

The shortlisted Contractors that meet the minimum requirements (on Stage 2: Functionality criteria) will be subjected to verification of capacity and capability before the contract is awarded and will be audited in line with the PRASA audit protocol (Refer to Annexure 4F).

Any Contractor that is found to have made false claims/misrepresented their capability will be disqualified from the tender process. Bidders must make a selection of the type of work they are able to maintain/repair/refurbish (i.e. Metrorail Motor Coaches, and Trailer Coaches, MPS Locomotives and coaches) and the regional depot they intend providing services to, (i.e. Gauteng South, Gauteng North, Western Cape, Eastern Cape, KwaZulu Natal and Free State). The Bidders should complete **Annexure 4G**.

**vi. Number of Contractors To Be Appointed and Awarding Conditions**

**REQUEST FOR TENDER (RFT) FOR APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



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The total number of required service providers is based on the available fleet of wheelsets. The number of wheelsets that require repairs/refurbishment nationally is 2% (which is 501 wheels) of the total fleet per month.

The analysis for the required number of contractors is based on the local market analysis of the previous tender market response and the quantities of the total number of the Wheel sets components of the fleet.

Category	PRASA DEPOTS	% fleet	Number Wheel sets	Total Number	Number of Service Providers
A	Gauteng South - 2 depots			10502	8
	1.Braamfontein Metrorail	42%	6176		
	2.Braamfontein MLPS	50%	1106		
	Gauteng North - 1 depot				
	1.Wolmerton Metrorail	10%	3220		
B	Western Cape - 3 depots				
	1. Culemborg MLPS	20%	990	6034	5
	2. Salt River Metrorail	28%	5044		
	3.Paarden Island Metrorail				
C	Eastern Cape - 3 small depots				
	1. East London Metrorail	3%	100	1030	2
	2. Kimberly Metrorail				
	3. East London & Port Elizabeth MLPS	10%	930		
D	Kwa Zulu Natal - 2 depots				
	1. Springfield Metrorail	17%	3152	4050	3
	2. Durban MLPS	10%	898		
E	Free State - 1 small depot				
	1. Bloemfontein MLPS	10%	965	965	1
	TOTAL - METRORAIL	100%	177692	22581	19
	TOTAL - MLPS	100%	4889		

The Wheelsets allocation model for managing this contract can be referred in document: **ENGINEERING\_LIB-#714-V2-Allocation\_Model\_Procedure\_Wheelsets**. Refer to Annexure 5.

**vii. Measurements and Payments**

Drafts Contract and SLA will be applied (Annexure 1 and Annexure 3).

#### **viii. General**

The Contractor shall at all-time be responsible for supervision of the work and for follow-up instructions to monitor that the work is being done to specification. He shall immediately take appropriate remedial action, in areas where the specified standards are not achieved.

The Contractor shall allow PRASA representatives to visit plant workshop sites anytime to monitor/inspect refurbishment process and workshop facilities.

The PRASA Rail Maintenance engineering department shall at any time during Contract period carry out inspection of the Contractor's performance methods and procedures.

The Contractor shall provide transport, equipment, tools, consumables, supervision, protection and labour necessary to successfully complete the contract.

#### **4.2 TARGETED AREA BY THIS PROJECT**

This project targets all Rolling Stock depots nationally.

#### **4.3 EXTENT AND COVERAGE OF THE PROPOSED PROJECT**

The project will cover the following areas:

Gauteng (North & South), Kwa-Zulu Natal, Western Cape, Eastern Cape and Free State.

#### **4.4 OTHER RELATED PROJECTS**

The following projects have been identified as related to this proposed project:

- GO, Upgrade and Adhoc
- Rotating Machines Refurbishment, and
- Maintenance Support contracts.

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

The following details are the Technical capabilities and other Specific Performance Areas required:

### **i. Experience of Wheel sets Refurbishment Work**

The contractor should have an experience of refurbishment of the wheel sets.

### **ii. Skills Resources – To be provided by the Contractor**

- The Contractor should have critical skill qualified personnel such as Mechanical Fitters, Fitters & Tuners (Artisans with Trade Test Certificate).
- All work must be supervised/overseen by a qualified Technical Supervisor in possession of a valid Technical Qualification certificate i.e. mechanical fitter & turner (Artisan) by trade for supervision and quality validation tests conducted at various refurbishment holding points.
- The contractor must provide proof of certified artisans to meet the quality workmanship standards since these concerned components are safety critical components.

### **iii. Safety Precautions / Requirements**

- The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- All drivers must have valid driver's licenses.
- The Contractor will be responsible for all protective clothing and equipment for his employees.

### **iv. Implementation Approach and Methodology of Refurbishment Work**

The contractor is required to be ISO 9001 accredited where all the documentation and quality processes are aligned to this standard. If the company is not ISO 9001 accredited, they need

to at least have a quality management system that is detailed and equivalent to ISO 9001 standard.

The contractor must have a detailed submission of refurbishment methodology and processes per machine type. This is the most critical process that must be detailed because it reflects the capability of the contractor.

**v. Refurbishment / Repair, Warranty Rework and NCR closure Turnaround Time**

- **Refurbishment / Repair Turnaround Time**

The turnaround time based on the nature of repairs to be done is important for the availability of trainsets and it has to be specified.

- **Warranty Rework Turnaround Time**

All warranty jobs are required to be closed with urgency in order to have the components available when required by the depots.

- **NCR Closure Turnaround Time**

All Non-Compliance Reports (NCR's) must be closed at a designated time and they have to be specified. This process depending on the number of NCR's raised will require an assessment of the contractors' process for doing repairs.

**vi. Company Capabilities - Technical Accreditation Requirements**

This technical accreditation process involves the following, amongst others:

- **Workshop Layout:** Detailed workshop layout with a process flow for doing repairs
- **Process flow control:** production plan management and quality control procedures
- **Skills:** Skills matrix per workstation for every product to be refurbished.
- **Safety:** Company safety plan and procedures
- **Risk:** Risk management assessment for maintenance
- **Environmental compliances**
- **Scrap management**
- **Tools:** calibration certificates of all the tools to be used (the company that calibrates the tools must be SANAS certified).

- **Procurement Process:** outsourcing of jobs and quality control process. This also includes supply of parts by other suppliers.
- **Place of Work:** Contractor must have refurbishment plants/premises located in the respective regions and the premises should also meet the minimum quality standards as outlined in the PRASA Accreditation/Audit protocol.

## **vii. Drawings and Technical Manuals Samples**

The technical specifications & details are available for each Wheelset and will be provided to the Bidders.

Below are the types of Wheels and the technical specifications will be provided for:

- R6
- 5M2A
- 5M2AR
- 8M (MOTOR & TRAILER)
- Electrical Locomotive
- Diesel Locomotive

## **viii. Other Specifications and Standards Applicable**

The documents in the Draft contract (Annexure 1) are to be taken as complimentary to each other. In case of any discrepancy or inconsistency between contract documents, the order of precedence will be:

- a) Technical specification, together with particular Drawings, Annexures, Schedule of Wheels and Schedule of Prices (Volume 2).
- b) The Contractor's procedures shall comply with all Applicable Legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- c) Act 16 of the Rail Safety Regulator SANS 3000-2-3:2008 Part 2 – 3 Technical requirements for engineering and operational standards – Rolling Stock.
- d) Act 85 of the Machinery, Occupational Health and Safety
- e) ISO 9001 Quality Management System standard
- f) PRASA Accreditation Protocol (Annexure 4F)

## **6. EVALUATION METHODOLOGY**

The evaluation of Bids will be based on the information contained in Bids received in RFT and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

### **6.1 Evaluation and Scoring Methodology**

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

The following levels will be applied in the evaluation:

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

### **6.2 EVALUATION CRITERIA**

Interested bidders for this project shall be evaluated in terms for their compliance responsiveness, technical/functional (capacity testing) evaluation and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in Table 6.2.1 below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.



**Table 6.2.1: Evaluation Criteria for the selection of potential bidders**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
Stage 1	Compliance
Stage 1A - Mandatory Compliance	
Stage 1B – Technical Mandatory Compliance	
Stage 1C – Basic Compliance	
Stage 2 - Technical Mandatory Requirements	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
Stage 3	Price and BBBEE
Price	80 or 90
BBBEE	20 or 10
<b>TOTAL</b>	<b>100</b>

### **6.2.1 Stage 1: Compliance Requirements**

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

#### **Stage 1A- Mandatory Requirements**

If you do not submit the following documents your Proposal will be disqualified automatically:

<b>No.</b>	<b>Description of requirement</b>	
a)	Completion of ALL RFT documentation (includes ALL declarations and Commissioner of Oath signatures required)	
b)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
c)	The Declaration Certificate for Local Content (SBD 6.2) and the National Industrial Participation Programme (SBD 5) must be completed and duly signed.	
d)	In compliance with the Preferential Procurement Regulation requirement of subcontracting 30% of the Works, PRASA requires a Memorandum/da Of Understanding from the Bidders to reflect the names of companies that it intends subcontracting to, the nature of the works to be subcontracted and contract % that will be subcontracted to the respective companies and the terms and conditions of the relationship between the Bidder and subcontracting companies.”	

**NB: Briefing session is non-compulsory. Online Briefing session will be conducted via MS Teams.**

### Stage 1B – Technical Mandatory Requirements

If you do not submit the following documents your Proposal will be disqualified automatically:

No.	Description of requirement	
a)	<b>Region and Asset Selection:</b> Bidders are required to select the Wheelsets/s and the specific region/s they are tendering for by completing 4G.	
b)	<b>Maintenance Support Tools and Equipment</b> <ul style="list-style-type: none"> <li>Bidders should submit their Maintenance Support Tools and Equipment serial numbers and model type</li> <li>The Bidders must complete Annexure 4H.</li> </ul>	
c)	<b>Outsourcing compliance:</b> Should a bidder decide to outsource any of the work required in the refurbishment process, this subcontracting work will be subjected to the same technical evaluation and accreditation protocol as the main bidder. <ul style="list-style-type: none"> <li>Any outsourcing should not exceed more than 30% of the SOW.</li> <li>The Bidders must write a commitment letter, signed by an authorized person, stating the nature of work and its related % work that is sub-contracted. Annexure 4I must be completed by the Bidders.</li> </ul>	

### Stage 1C – Basic Compliance Requirements

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing of which the award will be recalled.

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	Supply SARS Pin	
c)	Company registration documents	
d)	Copies of Directors' ID documents	
e)	CSD supplier registration number	

**Bidders must submit proof of their B-BBEE status level, bidders failing to submit proof of their B-BBEE status level or are non-compliant may not be disqualified and will score 0 points on Stage 3: Pricing + BBEE Evaluation.**

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

The Technical/Functionality Criteria is guided by the Refurbishment Scope of Works and Area of Focus.

Qualifying bidders 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 in Table above.

The shortlisted bidders that meet the minimum requirements (70% threshold) will be subjected to verification of capacity and capability, by being audited in line with PRASA Audit Protocol (i.e. Suppliers Technical Accreditation Protocol) before they proceed to Stage 3 (i.e Pricing and BBBEE Evaluation).

Summary of the Technical/Functional requirements are presented in the Table below.

### **Technical / Functional Evaluation Criteria Summary**

<b>Item</b>	<b>Criteria</b>	<b>Weight</b>
<b>1</b>	<b>Company Experience</b>	<b>40</b>
1.1	Wheelsets refurbishment type and years' experience.	20
1.2	Combined total refurbishment rand value exposure for the Wheelsets orders in the last 5 years	20
<b>2</b>	<b>Experience and Qualification of Key Staff</b>	<b>30</b>
<b>3</b>	<b>Refurbishment Implementation Approach and Methodology</b>	<b>30</b>
3.1	Technical approach/methodology that is aligned to the scope/ highlight the risk(s) and mitigation measure associated per Wheelsetstype	20
3.2	ISO 9001 Accredited	10
	<b>TOTAL</b>	<b>100</b>

### **Stage 2A- Technical / Functionality Requirements**

The Technical or Functionality criteria must be guided by the refurbishment scope of works and area of focus.

Bidders responded would firstly be evaluated on functionality. The minimum score for functionality is 70% and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point system.

**REQUEST FOR TENDER (RFT) FOR APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



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**Detail Scoring Methodology: Technical / Functionality Evaluation Criteria**

No	Evaluation criteria	Weight	Criteria Breakdown	Maximum Score	Scoring Criteria	Portfolio of Evidence
<b>1</b>	<b>Company Experience</b>  Wheelsets refurbishment experience	<b>40</b>	1.1 Indicate Wheelsets refurbishment type and years' experience.	20	0 = No submission / irrelevant information 1 = 2 years and below 2 = Above 2 - 3 years 3 = Above 3 – 4 years 4 = Above 4 – 5 years 5 = Above 5 Years	Proof of previous appointment letters / Purchase Orders with Reference letters that have Client's contact details are to be submitted.
			1.2 Indicate combined total refurbishment rand value exposure for the Wheelsets orders in a period of maximum 5 years	20	0 = No submission or irrelevant information 1 = R2 million and below 2 = Above R2 - R3 million 3 = Above R3 – R4 million 4 = Above R4 – 5 million 5 = Above R5 million	Proof of previous appointment letters / Purchase Orders with Reference letters that have Client's contact details are to be submitted.
<b>2</b>	<b>Experience and Qualification of Key Staff</b>  With Minimum of 5 years post Qualification Experience	<b>30</b>	Availability of Experienced and Qualified Human Capital Resources 1. Electrical Fitter / Electrician (Trade certificate) 2. Armature Winder (Trade certificate) 3. Fitter and Turner (Trade certificate) 4. Quality Assurer (minimum National Diploma Certificate) 5. Safety Officer (Safety Qualification Certificate)	30	0 = No submission / not related / inadequate experience 1= Submitted <b>1</b> Qualification with relevant experience 2 = Submitted <b>2</b> Qualification with relevant experience 3 = Submitted <b>3</b> Qualifications with relevant experience 4 = Submitted <b>4</b> Qualifications with relevant experience 5 = Submitted <b>All</b> Qualifications with relevant experience.	Proof of qualified personnel with Curriculum Vitae (CV) reflecting a minimum of 5 years post qualification relevant experience.

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<b>3</b>	<b>Refurbishment Implementation</b>	<b>30</b>	Provide detailed technical approach/methodology that is aligned to the scope/ highlight the risk(s) and mitigation measure associated per Wheelsets type as choice of selection.	<b>20</b>	0 = No submission	Proof of detailed technical approach and methodology.
	<b>Approach And Methodology</b>		<p><b>Ten (10) Areas of Focus should be as listed below:</b></p> <ul style="list-style-type: none"> <li>- <b>Workshop Layout:</b> Detailed workshop layout with a process flow for doing repairs</li> <li>- <b>Process flow control:</b> Production plan management and quality control procedures</li> <li>- <b>Skills:</b> Skills matrix per workstation for every product to be refurbished.</li> <li>- <b>Safety:</b> Company safety plan and procedures.</li> <li>- <b>Risk:</b> Risk management assessment for maintenance.</li> <li>- <b>Environmental compliances</b></li> </ul>		<p>1 = Provided Inadequate / unrelated methodology</p> <p>2 = Provided a generic technical approach project methodology</p> <p>3 = Provided only <b>1-3</b> Areas of Focus in detailed technical approach and methodology that is aligned to the scope of work</p> <p>4 = Provided <b>4-7</b> Areas of Focus in detailed technical approach and methodology that is aligned to the scope.</p> <p>5 = Provided <b>8-10</b> Areas of Focus in detailed technical approach and methodology that is aligned to the scope of work.</p>	

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			<b>- Scrap management</b>			
			<p><b>- Tools:</b> Calibration certificates of all the tools to be used (the company that calibrates the tools must be SANAS certified).</p> <p><b>- Procurement Process:</b> outsourcing of jobs and quality control process. This also includes supply of parts by other suppliers.</p> <p><b>- Place of Work:</b> Contractor must have refurbishment plants/premises located in the respective regions and the premises should also meet the minimum quality standards as outlined in the PRASA Accreditation/Audit protocol.</p>			
			Quality Management System (QMS) / ISO 9001 Accredited	10	<p>0 = No submission / unrelated information submitted</p> <p>3 = Provided a QMS Plan</p> <p>4 = Provided a QMS and proof of ISO 9001 certificate application in progress.</p> <p>5 = Proof of ISO 9001 certificate</p>	<p>Proof having a QMS must be submitted. Proof of an ISO 9001 certificate or in a process of being accredited by any certified body for ISO 9001 certification</p>

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## Stage 2B- Site/Workshop Visit Requirements

The shortlisted contractors that meet the minimum requirements (80% threshold) will be subjected to verification of capacity and capability, before the contract is awarded, by being audited in line with PRASA Audit Protocol (i.e. Suppliers Technical Accreditation Protocol). Refer to Annexure 4F.

Contractors are required to stipulate the Wheel sets and Region/s they are tendering for. Refer to Annexure 4G. During the workshop visit, the selected choice of type of Wheel sets and region/s will be taken into consideration.

## Stage 3 – Pricing and BBBEE

The shortlisted contractors that meet the minimum requirements (70% threshold) will be subjected to verification of capacity and capability, before the contract is awarded, by being audited in line with PRASA Audit Protocol (i.e. Suppliers Technical Accreditation Protocol). Refer to Annexure F.

Contractors are required to stipulate the Wheel sets they are tendering for. Refer to Annexure A. During the workshop visit, the selected choice of type of Wheel-set/s and Regions will be taken into consideration.

## STAGE 3 - PRICING AND BBBEE

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

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

OR

$$P_s = 80 * \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:

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

$P_t$  = Rand value of the tender under consideration;

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

The maximum qualifying criteria for pricing is 80/90 points as per the Standard Evaluation Criteria presented in Table above.

The BBBEE component of the evaluation process is weighted at 20/10 points in Table of the Standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of the BBBEE status presented in the BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points are presented in Table below.

#### BBBEE Evaluation Criteria

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (80/20 SYSTEM) BELOW R50 MILLION</b>	<b>NUMBER OF POINTS (90/10 SYSTEM) ABOVE R50 MILLION</b>
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0

## **7. PREFERENTIAL PROCUREMENT REGULATIONS**

The Preferential Procurement Regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. They encourage procurement from Small Enterprises, particularly through sub-contracting if a tender is set above the R30 million threshold.

If it is feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

In compliance with the new regulation, this project will require that a minimum of 30% be subcontracted to one of the following types of enterprises:

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

Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. The subcontractors shall be registered on the National Treasury Central Supplier Database (CSD). All agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.

## **8. VALIDITY PERIOD**

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

## **9. B-BBEE REQUIREMENTS**

A Bidder must submit proof of its B-BBEE status level contributor, a Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 10 for B-BBEE.

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

### **10.1 National Industrial Participation Programme (NIPP) Requirements:**

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

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

## **11. LOCAL CONTENT INCLUDING THE DESIGNATED SECTOR**

Bids pertaining to this submission are subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.

The SBD 6.2 and Declaration forms for Local Content must be completed accordingly with a minimum Local Content threshold for the specified mechanical equipment and material listed in the tender document.

### **LC Requirements in Bid Documents**

- i. It is a requirement that the following documents be listed as mandatory returnable documents, whenever a minimum threshold for LC is required:
- ii. Declaration Certificate for Local Production and Content [SBD 6.2]; and
- iii. Annexure C – Local Content Declaration: Summary Schedule.
- iv. The following documents are supporting schedules and may be requested as

essential returnable documents if PRASA would like to verify them for a particular bid:

- v. Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C; and
- vi. Annexure E – Local Content Declaration: Supporting Schedule to Annexure C.

The stipulated minimum threshold percentages for local production and content are as follows:

**Table 11.1: Local content for Wheel Sets**

No	Some equipment against which the local content must be discharged	
	Equipment	% local content
1	Wheel sets and wheel components	100%
2	Axle and axle boxes	100%
3	Bearings	100%

### Exemption Requests

If the quantity of components to be used for this work cannot be wholly sourced from South African (SA) based manufacturers and or at the designated local content threshold of 81% at any particular time, bidders should obtain written exemption from **the dti** to supply the remaining portion of the components at a lower local content threshold. **the dti**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

- a) required volumes in the particular tender;
- b) available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input materials and components;
- e) security of supply and emergencies
- f) materials of construction
- g) technical considerations including operating conditions;

- h) localisation plans aimed at establishing and/or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase; and
- i) Replacement of components on the existing infrastructure in order to honour the warranties and guarantees.

### **The process to be followed in requesting exemptions**

Tender information must be provided on the bidder's letterhead when requesting an exemption letter:

- a) Procuring entity
- b) Tender description
- c) Bid reference number
- d) Closing date of bid
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications)
- f) Products/ inputs/components to be imported
- g) Reasons for the request
- h) Supporting letters from local bidders' suppliers and manufacturers

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

## **12. POST TENDER NEGOTIATION (IF APPLICABLE)**

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

## **13. BEST AND FINAL OFFER**

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

- a) None of the proposals meet the RFT requirements;

- b) None of the responses to RFT are affordable and demonstrate value for money; and
- c) There is no clear preferred Response to this RFT.

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

#### **14. FINAL CONTRACT AWARD**

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

#### **15. FAIRNESS AND TRANSPARENCY**

PRASA views fairness and transparency during the RFT Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA.

The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

### **SECTION 3**

#### **PRICING AND DELIVERY SCHEDULE**

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

#### **1 PRICING**

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.



- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
  - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFT;
  - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFT; and
  - 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFT.
  - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFT.

## **2 DISCLOSURE OF PRICES QUOTED**

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

## **3 OWNERSHIP OF DESIGN**

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

## **4 SERVICE LEVELS**

- 4.1 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.

- 4.2 PRASA will have quarterly reviews with the Service provider’s account representative on an on-going basis.
- 4.3 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.
- 4.4 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.

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

4.6 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:**

<b>YES</b>	
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**5 TOTAL COST OF OWNERSHIP (TCO)**

- 5.1 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).
- 5.2 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFT process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of transportation services and related logistics provided by PRASA’s operating divisions within South Africa to the ultimate benefit of all end-users.

## **6 FINANCIAL STABILITY**

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past three 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:** \_\_\_\_\_

**THE APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS” FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



**HO/PT/ENG/(F)/XX/XX/2020**

**7 VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

## **8 CERTIFICATE OF ACQUAINTANCE WITH RFT TERMS & CONDITIONS & APPLICABLE DOCUMENTS**

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

1. PRASA's General Bid Conditions\*

2. Standard RFT Terms and Conditions for the supply of Goods or Services or Works to PRASA

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

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

**THE APPOINTMENT OF CONTRACTORS FOR THE RENEWAL AND  
REFURBISHMENT OF WHEEL-SETS ON AN “AS AND WHEN BASIS”  
FOR THE ROLLING STOCK FLEET FOR PRASA RAIL**



**HO/PT/ENG/(F)/XX/XX/2020**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

## **9 GENERAL CONDITIONS**

### **9.1 Alternative Bids**

Please note that alternative Bids will not be accepted.

### **9.2 PRASA’s Tender Forms**

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

### **9.3 Precedent**

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

### **9.4 Response to RFT-Confidentiality**

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

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

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFT or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFT if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such



information to other Bidders if providing such information or response to the RFT would prejudice the competitiveness and transparency of the RFT Process;


- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
  - i. inform the relevant Bidder of the necessity to release such information and/or response to RFT and request the Bidder to consent to the release thereof by PRASA; or
  - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFT and the legal ability of PRASA to release such information; or
  - iii. refrain from releasing the information and/or response to RFT, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFT.

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

## **9.5 Response to the RFT – RFT Disqualification**

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

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

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## 9.6 Corruption, Gifts and Payments

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


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

## 9.7 Insurance

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

## 9.8 No Contact Policy

Bidders may only contact **Agnes Sekhuthe** at (011) 013 1594 or email [asekhuthe@PRASA.com](mailto:asekhuthe@PRASA.com) and copy **Rosemary Moagi** email [rmoagi@PRASA.com](mailto:rmoagi@PRASA.com) of PRASA as per the terms of the Communication Structure established by this RFT, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFT.

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## 9.9 Conflict of Interest

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

## 9.10 Collusion and Corruption

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

- communicates to a person other than persons nominated by PRASA a material part of its response to RFT; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFT to this RFT or as to any material part of its Response to RFT to this RFT (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Biding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Biding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or

- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFT Process or any proposed response to RFT (provided nothing contained in this paragraph shall prevent a response to RFT from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

### **9.11 Consortium Changes**

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

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

## **9.12 Costs of Response to the RFT Submission**

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

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


## **9.13 Response to the RFT Warranty**

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

# **10 CONDITIONS OF TENDER**

## **General**

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

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|   | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.  |
| Communication                                 | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> .   |
| PRASA's rights to accept or reject any tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
|   | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.  |

### Tenderer's obligations

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

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

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| Standardised specifications and other publications | 5  | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.   |
| Acknowledge receipt                                | 6  | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.   |
|  | 7  | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.  |
| Site visit and / or clarification meeting          | 8  | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFT document, <i>i-tender</i> website and CIDB website. |
| Seek clarification                                 | 9  | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .   |
| Insurance  | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.  |
| Pricing the tender                                 | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .  |
|  | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.  |
|  | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .  |
|  | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification.  |



The selected *conditions of contract* may provide for part payment in other currencies.

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| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.                           |
| Alternative tenders      | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes. <b>(N/A for this tender)</b> |
|                          | 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. <b>(N/A for this tender)</b>   |
| Submitting a tender      | 18 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.  |
| NOTE:                    | 19 | <b>Return the completed and signed <i>PRASA Tender Forms and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i></b>  |
|                          | 20 | <b>Submit the <u>tender as an original</u> plus 1 copy and two electronic version which must be contained in CDs or Memory Cards clearly marked as Volume 1 and Volume 2 in the Bidders name as stated in the RFT and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.</b>         |
|                          | 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 <i>tenderer</i> .   |

- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the tenderer's name and contact address**. Where the tender is based on a two envelop system tenderers must further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package must be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

**Note:**


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

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

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

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

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

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	26 Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
<b>Tender validity</b>	27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> .  28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.
<b>Clarification of tender after submission</b>	29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i>
<b>Submit bonds, policies etc.</b>	30 If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .  31 Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> , and sign the Form of Agreement all within the time required.  32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.
<b>Fulfil BEE requirements</b>	33 Comply with PRASA's requirements regarding BBBEE Suppliers.

## PRASA'S UNDERTAKINGS

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

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|---------------------------------|---|--|
| <b>Respond to clarification</b> | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .   |
| <b>Issue Addenda</b>            | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| <b>Return late tenders</b>      | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.  |
| <b>Non-disclosure</b>           | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.  |
| <b>Grounds for rejection</b>    | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.  |
| <b>Disqualification</b>         | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.   |
| <b>Test for responsiveness</b>  | 7 | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>  |
|                                 | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material   |

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

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

<b>Non-responsive tenders</b>	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>Arithmetical errors</b>	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	13	Evaluate responsive tenders in accordance with the procedure stated in the RFT / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
<b>Clarification of a tender</b>	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.

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Acceptance of tender	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul>
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	<b>Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.</b>
Provide copies of the contracts	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.