

The Appointment of a Contractor for the Design (Stage3-6)
and Construction of Germiston Commercial Development
8GB or Higher



BID NUMBER: SGR/ SCM GER/CRES/11/05/21

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CLOSING DATE	13 DECEMBER 2021
CLOSING TIME	12:00 noon
BID DOCUMENTS DELIVERY ADDRESS	30 WOLMARAANS STREET, UMJANTSHI HOUSE, BRAAMFONTEIN 2000 Southern Gauteng, Johannesburg
BIDDER NAME
BID RETURN ADDRESS	

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Disclaimer

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

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

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

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

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

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the “Confidential Information Provided”).

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

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

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;

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- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP'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 RFP;
- 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.

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

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

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

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

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

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, PRASA reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still

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be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

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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1 LIST OF APPENDICES

INVITATION TO BID PART A	Form A
TERMS AND CONDITIONS FOR BIDDING PART B	Form B
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
SECURITY SCREENING FORM	Form F
SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
SBD 4 DECLARATION OF INTERESTS	
SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	

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2 LIST OF ANNEXURES

Draft Contract	- Service,works contract	Annexure A
Contract Data		Annexure B
Price Schedule:		Annexure C
RFP Clarification Form		Annexures D

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3 ACRONYMS

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

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4 INTERPRETATION

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

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

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5 DEFINITIONS

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

- 5.1 “Accounting Authority” means the Board of PRASA;
- 5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen ;
- 5.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.

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

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


SECTION 1

NOTICE TO BIDDERS

1. INVITATION TO BID

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

BID DESCRIPTION	The Appointment of a Contractor for the Design (Stage3-6) and Construction of Germiston Commercial Development 8GB or Higher
BID ADVERT	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 05 November 2021
ISSUE DATE	05 November 2021
COMPULSORY BRIEFING SESSION	16 November 2021 AT 11H00 (Virtually on MS Teams)
CLOSING DATE AND TIME	At 12h00 PM on 13 DECEMBER 2021 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 working Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

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<p>CLOSING DATE FOR QUESTIONS</p>	<p>08 December 2021</p>
<p>CLOSING DATE FOR RESPONSES</p>	<p>10 December 2021</p>
<p>CONTACT PERSON</p>	<p>Millicent Segane Millicent.Segane@prasa.com</p>

2. FORMAL BRIEFING

- a. A compulsory virtual briefing session on Microsoft Teams will be held on **16 November 2021** from 11h00 to 13h00. Bidders will be allowed to communicate their connectivity challenges during this time.
- b. *A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.*
- c. Respondents failing to attend the compulsory RFP briefing session and communicate their connectivity challenges within the stipulated time will be disqualified.

Microsoft Teams link for the compulsory briefing:

[Click here to join the meeting](#)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzYwOTUzZjltMzkwMi00ZWY5LWFkNTktMWU0ZWUyMGFmNDIm%40thread.v2/0?context=%7b%22Tid%22%3a%22ef089e05-fa66-4ce1-99c1-feb47ce02989%22%2c%22Oid%22%3a%22bb7f3ddb-ba51-41a4-a982-39a843f35570%22%7d

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3. BRIEFING SESSION MINUTES AND NOTES

- a. PRASA will issue briefing session minutes or notes together with the response to the clarification questions within 3 days from the date of the briefing session.
- b. PRASA will provide clarification answers to the questions asked via Annexure E on the date stipulated in the RFP document.
Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.
- c. Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.
- d. Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

4. PROPOSAL SUBMISSION OF RFP RESPONSE

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

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Description of Bid: The Appointment of a Contractor for the Design (Stage3-6) and Construction of Germiston Commercial Development 8GB or Higher Closing date and time: **13 DECEMBER 2021 at 12h00**

Closing address: [Refer to options in paragraph 5 below]

5. DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

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The sealed bid envelopes must be deposited in the PRASA tender box which is located at the main entrance of Prasa at PRASA CRES, SGR and must be addressed as follows:

30 WOLMARAANS STREET, UMJANTSHI HOUSE,

**BRAAMFONTEIN 2000
Southern Gauteng,
Johannesburg**

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 RFP (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

a. B-BBEE Joint Ventures or Consortiums

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

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they be awarded business by PRASA through this RFP 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.

Consolidated BBEE certificate for Joint Venture is required. As per the implementation guide preferential procurement regulations 2017 pertaining to the preferential procurement policy framework act no 5 of 2000 march paragraph 9 BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES sub paragraph 9.3 and 9.4 states that:

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status Level Verification certificate for every separate tender.

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

b. 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,

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Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

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

A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid. Respondents are required to select suppliers to subcontract to from a list that PRASA will make available listing all suppliers registered on the approved database of National Treasury for the required goods/services in respect of the applicable designated groups.

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.

¹ 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.

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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 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 RFP [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

- a. For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to **Millicent.segane@prasa.com 011 013 0463 before 08 December 2021**, substantially in the form set out in **Section 6** hereto.
- b. In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.
- c. After the closing date of the RFP, a Respondent may only communicate in writing with the SCM Official, at email **Millicent.segane@prasa.com** on any matter relating to its RFP Proposal.

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- d. Respondents are to note that changes to its submission will not be considered after the closing date.
- e. Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

8. CONFIDENTIALITY

- a. PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services , which is either directly or indirectly related to PRASA's business, written approval to divulge such information must be obtained from PRASA.
- b. Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

9. INSTRUCTIONS FOR COMPLETING THE RFP

- a. All responses to the RFP 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 shall disqualify Bidders who fail to adhere to this requirement.**

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b. 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) No Financial Proposal

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal only including Tender form C and any financial related document

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.

- c. Bidders must submit 1 original response and may submit 1 copy or an electronic version which must be contained in Memory Cards clearly marked in the Bidders name.
- d. Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- e. Where Bidders are required to sign forms they are required to do so using a black ink pen.
- f. Any documents forming part of the original responses to RFP, but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- g. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.

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- h. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- i. The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- j. Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- k. Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- l. Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- m. Response to RFP documents are to be submitted to the address specified in paragraph 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.

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- n. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- o. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- p. **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.

10. RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	05 November 2021
Compulsory Virtual Briefing Session for Bidders	16 November 2021
Closing date for Questions	08 December 2021
Closing date for Responses	10 December 2021
Closing Date for Submission of final Bid	13 DECEMBER 2021 @12h00

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<p>Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)</p>	<p>TBA</p>
<p>Appointment of the successful Bidder</p>	<p>TBA</p>
<p>Contract negotiations</p>	<p>TBA</p>
<p>Contract signing</p>	<p>TBA</p>
<p>Contract Commencement</p>	<p>TBA</p>

11. LEGAL COMPLIANCE

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

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

12. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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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:** _____.

13. TAX COMPLIANCE

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

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

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

Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 16 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

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

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

New Tax Compliance Status (TCS) System

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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: _____.

14. PROTECTION OF PERSONAL DATA

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

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

PRASA has embarked over the years in the revenue generation strategy by optimising available space and letting it out to potential tenants. As a result, Germiston is one of the stations earmarked for revenue generation through attracting anchor tenants to the station. Through activities happening around the station, it therefore makes it feasible to exploit the

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space at Germiston station for revenue generation. The Germiston Commercial Development Project, apart from revenue generation, also seeks to achieve the following:

- Modernise the station to be operational
- Universal accessibility
- Normalise the natural flow of commuters

This document serves a submission for request for proposal for the appointment of a Turnkey contractor for Germiston Commercial Development. The appointed contract will be expected to provide the following services:

- Stage 3 - Compile the preliminary and detailed design report and drawings,
- Stage 4 - Compile the BOQ and technical specifications,
- Stage 5 - Execute the construction and do monitoring and quality assurance, and
- Stage 6 - Close out the contract and works

The Contractor's team will consist of but not be limited to the following specialists:

- Project Manager / Team Leader;
- Architectural Services;
- Quantity Surveying Services;
- Civil Engineering Services;
- Structural Engineering Services;
- Mechanical Engineering Services (HVAC and Fire Reticulation);
- Electrical Engineering (Low voltage);
- Community Relation Management Services;
- Construction Management Services;
- Construction Health and Safety Services;

Germiston Station is located in a small city in East Rand Region of Gauteng Province. The station is a mini hub for retailers and surrounded by other business activities. Amongst the business activities around the station, is the fact that the station is intermodal transport node. Long distance bus services, taxis services are within reach of station users and train commuters.

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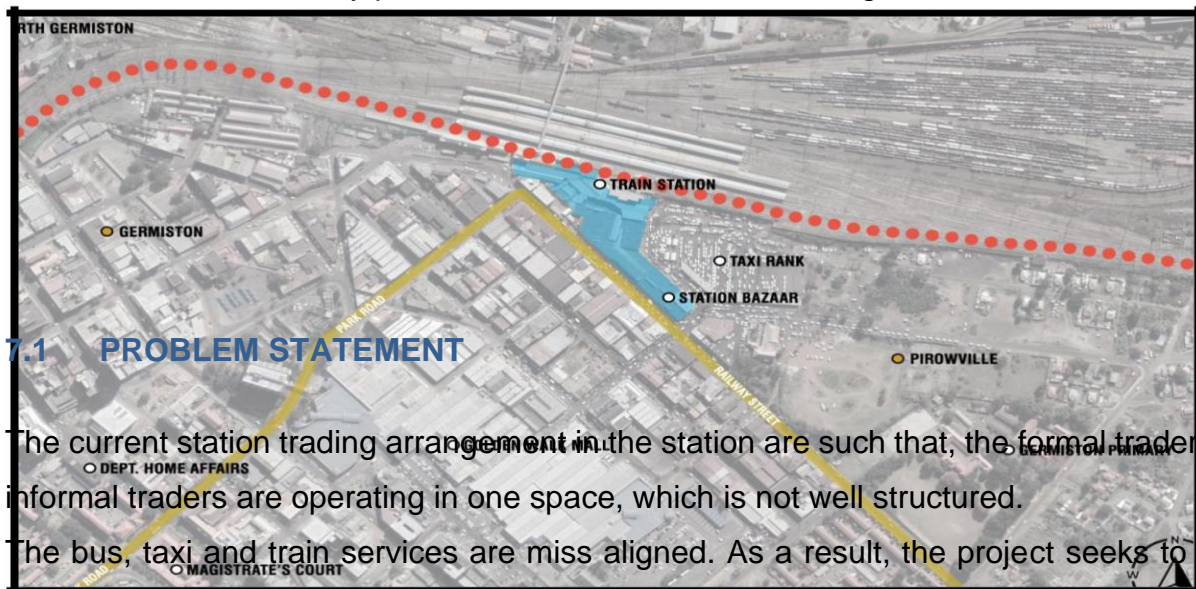
Retail Architectural services were procured for stages 1 and 2, Concept and viability, in June 2019. The appointed professional team for feasibility of the project has produced conceptual drawings and artistic impressions. South Gauteng Regional Management and Real Estate Asset Management have adopted the concept. Thus this submission for the request of a Turnkey Solution.

The appointed professional team for stage 1 and 2 was Line Lab Projects appointed at a cost of R247,250.00

2. STATUS QUO

Germiston is one of the stations earmarked for income generation through its land/space footprint. The current station trading arrangement in the station are such that, the formal traders and the informal traders are operating in one space, which is not well structured.

The below is a locality plan for Germiston and surroundings:



The current station trading arrangement in the station are such that, the formal traders and the informal traders are operating in one space, which is not well structured.

The bus, taxi and train services are miss aligned. As a result, the project seeks to align and integrate the three modes of transport thereby creating an intermodal facility.

The station does not provide for people with special needs. The project includes the accommodation of visually impaired people and wheelchair bound individuals.

All entrances into the station are narrow, which increases a risk on emergency evacuation instances.

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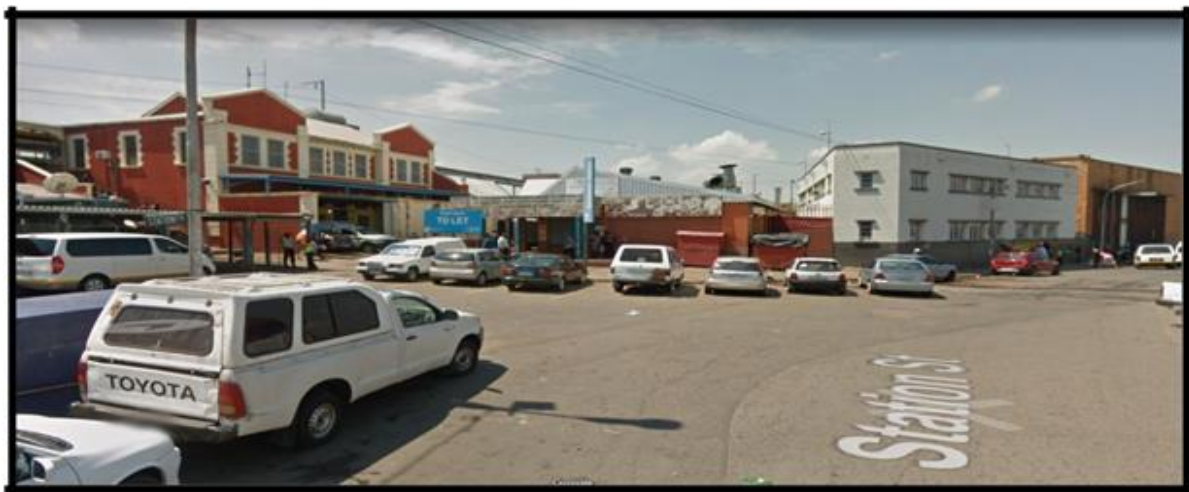
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Optimisation of the unutilised space is required at this station.

The scope of works included in this document is that of multi-disciplinary consulting services (Stage 3-6) and construction services.

PICTORIALS

Western Entrance



Western Passage

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Food Court and Arrivals



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Food Court and Arrivals



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Eastern Entrance



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Taxi Rank and Bus Terminal

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3. OBJECTIVE OF THE PROPOSED PROJECT

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

The main objective of this project is to improve the financial position of Prasa through increasing the income generated by the business. This is one of the mandates of PRASA CRES. This project also seeks to improve the standard of Prasa premises as a result of letting out available spaces to reputable tenants.

The project also aims at increasing and modernising the station.

- Increased GLA
- Organise informal traders space and create dedicated informal trading area
- Build a safe and habitable infrastructure
- Link the taxi rank with a new bus terminal
- Integrate with the proposed Pirowville Development (Ekurhuleni Social Housing Development)

3.2 PROJECT BENEFITS TO PRASA

Prasa Cres has employed a revenue generating strategy, which includes improving Prasa assets for income through the available space. Germiston station has the potential to increase its gross lettable area (GLA) and attract anchor tenants.

Prasa would also have developed and converted the station into a modern facility.

Germiston Station is located strategically for an Ekurhuleni Social Housing Development titled, Pirowville Development. This development would be an opportunity for Prasa to modernise its current retail space within the station in order to attract more users into the station.

3.3 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

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The current available space is old and cluttered as depicted above. The retail and commercial spaces have not been improved and modernised in order to enhance the experience of the users of the station.

The current commercial space is under utilised and does not attract the suitable or required type of tenants. The space is also a mix use of informal traders, unmanageable traders and unattractive vacant shells.

4. SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

The scope of work required for this project is a turnkey solution, Stage 3 – 6, Design and Construction, which entails the following services:

- Concept Design Review
- Design Development
- Tender Documentation and Procurement
- Construction/Implementation
- Project Close out

DETAILS ON THE PREFERRED SOLUTION

The required contractor or consortium is expected to do an analysis, thorough assessments on all facilities and infrastructure, develop designs and an implementation plan on the works.

The preferred bidder, based on the project brief, will provide the following services amongst other services:

- Concept Design Review
- Assessment reports
- Technical design reports

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- Preliminary drawings
- Detailed designs
- Detailed specifications
- Quantify the works
- Produce working Bills of Quantities
- Working drawings
- Project implementation plan
- Construction
- Construction Supervision
- Project Close Out

The design and implementation of this project will be aligned and integrated with the modernisation of Germiston Station PRASA TECH/Engineering project.

The abovementioned forms part of stages 3 to 6, which will be implemented by the appointed entity.

In essence the appointed entity is expected to provide the following services:

- I. Review of the existing conceptual design
- II. **Construction Project Management Services** – Principal consultant to oversee the overall project team and performing all construction project management
- III. **Quantity Surveying Services** - To quantify the work to be carried out and cost engineering
- IV. **Architectural Consultant** – To do building drawings and align to building regulations and standards and acquire occupancy certificates, with Heritage Consultant element - Advisory on encroachment to heritage buildings.
- V. **Electrical Engineering Services** – Design of electrical requirements as set out by client, such as electrical distribution of the facility and CCTV.
- VI. **Mechanical Engineering Services** – Design mechanical requirements as set out by client such as Heating, Ventilation and Cooling of the facility

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- VII. **Structural Engineering Services** – Provide design of new structural members and concrete works. Assess current structural integrity and provide advice on any losses/gains of structural strength.
- VIII. **Civil Engineering Services** - Provide design of the required drainage system and pavement designs for all pavement surfaces.
- IX. **Fire Consultant** – Design fire reticulation system for the facility
- X. **Health and Safety Services** – To ensure safety standards are in order throughout the project.
- XI. **Construction Services** – Building works of 17,317m²

ADDITIONAL SERVICES and REQUIREMENTS

Consultant will provide proof of all necessary accredited certification and affiliations for the practice. The practice must be supported by a Professional Indemnity (PI).

REQUIRED STAGES

STAGE 3: CONCEPT DESIGN REVIEW AND DESIGN DEVELOPMENT

STAGE 4: DOCUMENTATION AND PROCUREMENT

STAGE 5: CONSTRUCTION

STAGE 6: CLOSE-OUT

GENERAL SCOPE OF WORKS

The extent of the scope of work in this document is 17,317m² of premises. The scope of work required for this project is a turnkey solution, Stage 3 – 6, Design and Construction, which entails the following services:

- Concept Design Review for all services
- Design Development
- Tender Documentation and Procurement
- Construction/Implementation

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- Project Close out

Project Stages details

- **Stage 3 services**

Review the documentation programme with the principal consultant and other consultants

Attend design and consultants' meetings

Review and evaluate design and outline specifications and exercise cost control in conjunction with the other consultants

Receive relevant data and cost estimates from the other consultants

Prepare detailed estimates of construction cost

Assist the client in reviewing the financial viability report

Comment on space and accommodation allowances and prepare an area schedule

Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants

- **Stage 4 services**

Attend design and consultants' meetings

Assist the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers

Review working drawings for compliance with the approved budget of construction cost and/or financial viability

Prepare documentation for both principal and subcontract procurement

Assist the principal consultant with calling of tenders and / or negotiation of prices

Assist with financial evaluation of tenders

Assist with the preparation of contract documentation for signature

Budget of construction cost

Tender documentation

Financial evaluation of tenders

Priced contract documentation

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- **Stage 5 services**

Attend the site handover

Prepare schedules of predicted cash flow

Prepare pro-active estimates for proposed variations for client decision-making

Attend regular site, technical and progress meetings

Adjudicate and resolve financial claims by the contractor(s)

Assist in the resolution of contractual claims by the contractor(s)

Establish and maintain a financial control system

Prepare valuations for payment certificates to be issued by the principal agent

Prepare final account(s) for the works on a progressive basis

Service 5 deliverables

Schedule(s) of predicted cash flow

Estimates for proposed variations

Financial control reports

Valuations for payment certificates

Progressive and draft final account(s)

- **Stage 6 services**

Prepare valuations for payment certificates to be issued by the principal agent

Conclude final account(s)

Local Production and Content for Designated Sectors

Tenderers are required to meet minimum stipulated threshold for local production and content for designated sectors for construction in accordance with the Preferential Procurement Regulation, 2017.

All annexures relating to local content must stipulated in the SBD 6.2 form and be declared accordingly.

CONSTRUCTION SERVICES

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The appointed team will also provide construction services. The Construction services of new mall premises 17,317m² shall include the following but not limited to:

- Demolitions, Alterations and Building Works for 17,317m²
- Entrance 1 – renovation and upgrade, new access façade and access point
- Construction of new line shops (White Shells) with glass shopfronts
- Raised skylight roof
- Reconstruction of floors
- Construction of new ablution facilities
- Construction of universal access (Ramp)
- Construction of new retail building
- Redesign of food court
- Construction of Entrance 2 to match entrance 1
- Construction of new hawkers' stalls
- Construction of new pavement for buses
- Construction of new stormwater drainage system
- Construction of new HVAC systems in line shops and in ablution facilities
- Construction of new centre management office within the space. Space to accommodate 5 personnel
- Installation of new electrical supply, supply points, distributions to new shops and ablutions
- Installation of new signage, directional and indication
- New Telecoms and CCTV installations

Over and above the prescribed aforementioned services, PRASA will procure the services of a “Client Representative” to manage or administer the services of the turnkey contractor. The client Representative or the role will be simply to undertake and protect the owners interest by ensuring that the technical and building contractors are adhering sufficiently to the project specification and cost.

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The service of the client representative in this particular project will be that of an independent Quantity Surveyor whom will be procured simultaneously with this process through an RFQ.

A professionally registered Construction Health and Safety Officer is required as part of the construction team.

4.2 TARGETED AREA BY THIS PROJECT

The Project will be rolled-out in Germiston Station commercial spaces only.

EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The areas of focus are:

- Western Mall Entrance
- Western Mall Hallway
- Arrivals and Departures
- Informal Traders
- Station Bazaar
- Eastern Entrance
- Taxi Rank Mall Entrance
- Taxi Rank Facility

OTHER RELATED PROJECTS

The City of Ekurhuleni is working on a social housing development project, titled Pirrowville Development. This development is proposed adjacent the railway line on the city's land as per **annexure 1**.

The other related project is PRASA TECH Germiston Station Modernisation. This project is focused on the development of a station concourse.

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4.3 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

The below concept was developed and adopted by the south Gauteng Regional Office. The below shows the extent of the work to be executed together with the attached **layout annexure 2**.

Proposed Western Entrance



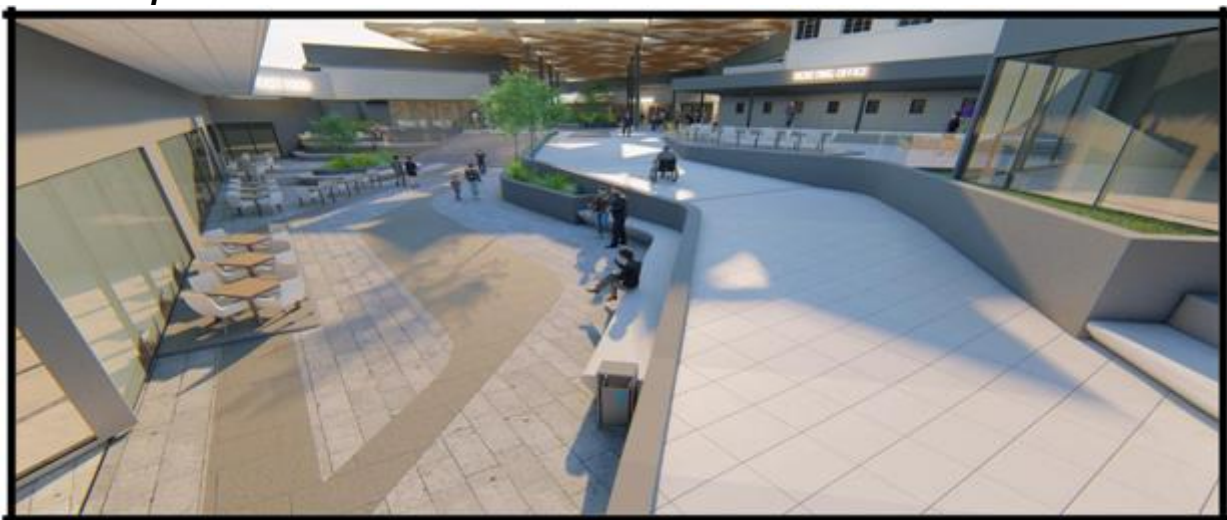
Proposed Internal Look

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Proposed Food Court



Proposed Food Court – Ariel View

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Proposed Eastern Entrance

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5. OVERVIEW

- a. PRASA seeks to benefit from this partnership in the following ways:
- b. PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- c. PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- d. PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- e. PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- f. PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.

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- g. PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

6. KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:

- A. To set out the rules of participation in the bid process referred to in this RFP.**
- B. To disseminate information on the project contemplated in this RFP.**
- C. To give guidance to bidders on the preparation of their RFP bids.**
- D. To gather information from bidders that is verifiable and can be evaluated for the purposes of appointing a successful bidder.**
- E. To enable PRASA to select a successful bidder that is:**
 - technically qualified and meet the empowerment criteria described in this RFP;
 - Carry all the obligations of the Contract.

7. CONTRACT PERIOD

The duration of the contract is envisaged to be for 36 Months

8. EVALUATION METHODOLOGY

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

EVALUATION AND SCORING METHODOLOGY

8.1 TRANSFORMATION PROCUREMENT

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- a. PRASA may transform its procurement spend by utilizing the following:
- i. PPPFA allows organs of state to utilise prequalification criteria for preferential procurement.
 - ii. PPPFA allows organs of state to utilise subcontracting as a condition of tender. It also allows organs of state to choose more than one options to sub-contracting i.e. subcontract to EME or QSE and an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships amongst others and clearly state this requirement in the tender document as organs of state are allowed to choose more than one category for subcontracting.
 - iii. PPPFA allows organs of state to use objective criteria and stipulate same in the tender document.
 - iv. The above regulations allows PRASA to achieve their objective of Enterprise and Supplier Development (ESD) as far as participation of local enterprises is concerned especially when market analysis has been done to justify including an EME or QSE or an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or township etc.

b. Local Content: *(LC requirement per designation)*

- i. The PPPFA Regulations, 2017, prescribe how Local Production and Content is to be measured in public sector Bids. In terms of these regulations when issuing bids involving designated sectors, PRASA must advertise such bids with a specific bid condition that only locally produced or manufactured Goods or Services which meet a stipulated minimum threshold for local production and content will be considered. For example, if the stipulated minimum threshold for LC is 70%, this means that 70% of the bid price must be spent on LC (i.e. everything that is not included in Imported Content.)
- ii. Designated sectors, sub-sector or industry or product, are those sectors which in accordance with national development and industrial policies have been designated by the DTI in consultation with National Treasury, for Local Production and Content. The National Treasury must inform organs of state of any designation made through a circular /

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instruction note. The circulars/instructions issued by NT on designated sectors must always be strictly adhered to when bids in these sectors are issued. Refer to NT's website for the latest list of designated sectors. Further please refer to the circulars/instructions issued by NT as certain sectors have designated sub-sectors/components in addition to the overall thresholds.

- iii. PRASA, its Divisions and Subsidiaries are to note that local content is applicable to all designated products irrespective of the value unless indicated otherwise in the specific Instruction/Circular.
- iv. PRASA, its Divisions and Subsidiaries must be aware that certain Bidders may have approached the DTI to be exempted from meeting all LC requirements. Where such exemption has been received by a Bidder, Procurement must request a copy of such exemption from the Bidder with their Bid submission.
- v. Where a response to PRASA's bid invitation indicates that the market does not have capacity for the LC threshold for that particular designated sector or alternatively where PRASA is aware prior to issue a bid, of the market's lack of capacity, SCM must:
 - verify this position by conducting a market analysis; and/or
 - issue Request for Proposal (RFP);
 - Based on the results above the GCPO must engage the DTI to seek exemption from the LC requirement. The application for an exemption must be accompanied by a report of the outcome from the above exercise, as proof of the status of the market. Should an exemption be granted, the exemption must be referred to in the Bid document.
 - Where, after the contract has been awarded, a bidder can no longer meet the LC requirements, Procurement and the end user must deal with such a bidder in terms of the contractual terms and conditions relating to non-performance. However, there are National Treasury Instruction Notes that were issued with a clause which affords bidders an opportunity to approach the DTI with a request for exemption. In this regard, Procurement and the end-user must always verify if exemption is applicable against that specific Instruction Note.

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Local Content 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.

8.2 Principles of Subcontracting as a prequalification criterion in terms of the PPPFA

The following principles of subcontracting must be applied:

- i. **Subcontracting as a prequalification requirement for contracts above R30m:** This relates to a decision taken by PRASA compelling bidders to, where feasible, subcontract to designated groups or companies on specific identified commodities.
- ii. Where a feasibility analysis on subcontracting is conducted and the outcome indicates that a lesser percentage than the 30% mentioned in the regulations is feasible, this lesser percentage should be set as a prequalification criteria in the bid document; and

8.3 Target Procurement: Prequalification criteria for preferential procurement

If PRASA decides to apply pre-qualifying criteria to advance certain designated groups, it must advertise the bid with a specific bidding condition that only one or more of the following bidders may respond:

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- i. a bidder with a stipulated minimum B-BBEE status level;
- ii. an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE); and
- iii. a bidder subcontracting a minimum of 30% to an EME or QSE.
- iv. a bidder subcontracting a minimum of 30% to an EME or QSE which is:
- v. at least 51% owned by black people;
- vi. at least 51% owned by black people who are youth;
- vii. at least 51% owned by black people who are women;
- viii. at least 51% owned by black people with disabilities;
- ix. 51% owned by black people living in rural or underdeveloped areas or townships;
- x. at least 51% owned by black people who are military veterans; or
- xi. a tenderer subcontracting a minimum of 30% to a co-operative which is at least 51% owned by black people.

8.4 EVALUATION PROCESS

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table 8 below for the selection of the preferred bidder that shall render professional services and construction management work for the project.

Table 8: Evaluation criteria for the selection of a potential bidder

EVALUATION PROCESS	
Stage 1	Compliance
Stage 1A – Pre-Qualification	<ul style="list-style-type: none"> i. Local Content ii. 30% Subcontracting
Stage 1B – Mandatory Compliance	
Stage 1C – Technical Mandatory Requirements	
Stage 1D – Basic Compliance Requirements	

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EVALUATION PROCESS	
Stage 2 - Technical Mandatory Requirements	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
Stage 3	Price and BBEE
Price	90
BBEE	10
TOTAL	100

Stage 1: Compliance Requirements


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

Stage 1A – Pre-Qualification

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

Table 8.7.1: List of Pre-Qualification documents

No.	DESCRIPTION OF REQUIREMENT	
a)	The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed	
b)	Annexure C – Local Content Declaration – Summary Schedule must be completed and duly signed	
c)	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 percentage that will be subcontracted to the respective	

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No.	DESCRIPTION OF REQUIREMENT	
	<p>companies and the terms and conditions of the relationship between the Bidder and subcontracting companies.</p>	

NB: The report containing the list of potential sub-contractors has been drawn and may be accessed through the following link: www.csd.gov.za using the project number for this bid.

Professionals / Services and Construction Works are as follows:


a) **Required Professionals Services**

- Project Management Services
- Architectural Services
- Quantity Surveying Services
- Civil Services
- Structural Services
- Mechanical Services (HVAC and Fire Engineering);
- Electrical (LV/HV)
- Construction Management Services; and
- Construction Health and Safety Services.

b) **Required Construction Works**

- Civil Engineering (CE);
- Electrical Engineering Works – Building (EB);
- Electrical Engineering Works – Infrastructure (EP);
- General Building Works (GB); and
- Mechanical Engineering Works (ME)

Should bidders identify sub-contractors that meet the requirements of sub-contracting as listed above who are not registered in any of the commodity categories listed above and/or are not registered on the CSD, bidders must ensure that these sub-contractors are registered in one of the listed commodity categories and registered on the CSD prior to the closing date

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and time. Bidders who do not meet this requirement will be disqualified and will not be evaluated further.

Stage 1B – Mandatory Compliance

If you do not submit the following documents in table 8.1.2 below, your Proposal will be disqualified automatically:

Table 8.1.2: List of mandatory compliance documents

No.	DESCRIPTION OF REQUIREMENT	
a)	Completion of ALL RFP documentation (includes ALL declarations and Commissioner of Oath signatures required)	
b)	Proof of valid registration with CIDB (minimum 8 GB or higher Grading)	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (if applicable)	

NB: Briefing session will be non-compulsory, it will be conducted through Microsoft Teams

Stage 1C – Technical Mandatory Requirements

Details of the technical/functional requirements are presented in the Table 8.1.3 below.

Table 8.1.3: Technical Mandatory Requirements

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

No.	Description of requirement	
a)	Professional registration of key personnel: Professional Team: <ul style="list-style-type: none"> Construction Project Manager (SACPCMP or PMP) 	


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No.	Description of requirement	
	<ul style="list-style-type: none"> • Architectural Professional (SACAP) • Quantity Surveying Professional (SACQSP) • Civil Engineering Professional (ECSA) • Structural Engineering Professional (ECSA) • Electrical Engineering Professional (ECSA) • Mechanical Engineering Professional (ECSA) • Fire Engineering Professional (ECSA) • Health and Safety Professional (CHSM) (SACPCMP) <p>Construction Team:</p> <ul style="list-style-type: none"> • Site Construction Manager (SACPCMP or PMP) • Health and Safety Officer (CHSO) (SACPCMP) <p><i>NB: Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English please provide translation in English)</i></p>	

Stage 1D – Basic Compliance Requirements

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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)	A valid and Original Tax Clearance Certificate (valid as at the closing date of this RFP) and 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

Stage 2: Technical / Functionality Requirements

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 8 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in Stage 3.

Details of the technical/functional requirements are presented in the Table 8.2 below.

Table 8.2: Technical Evaluation Criteria

ITEM	CRITERIA	WEIGHT
1	Track Record of Tenderer on similar type and sizes (or more) of projects previously executed – Professional Services	20
2	Experience of Key Personnel	10
3	Project Approach and Methodology	20
5	Organisational Experience Projects – Construction Works	20
6	Experience of Key Staff – Site Personnel	10
7	Project Schedule	10
8	Health and Safety	10
	TOTAL	100

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FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined below:

Multi-Disciplinary Design Team Evaluation			
CRITERIA	SUB-CRITERIA	SCORING	MAXIMUM POINTS
Track Record of Tenderer on similar type and sizes (or more) of projects previously executed	<p>Full points are allocated for track record of 5 projects of similar type and scale executed by tenderer in consideration:</p> <ol style="list-style-type: none"> 1. Appointment letter from client. 2. Reference letter from on client letterhead, signed or stamped <p>Similar Type of scope – Design and Build/Turnkey, each project being 8 GB or Higher.</p>	<p>5 = Proof of 6 projects or more. 4 = Proof of 5 Projects 3 = Proof of 4 projects 2 = Proof of 3 projects 1 = Proof of 2 or less projects or no submission.</p>	20%
Experience of Key Personnel	<p>Points allocated for experience based on submitted CVs:</p> <ol style="list-style-type: none"> 1. Project Manager 2. Electrical Engineer 3. Civil Engineer 4. Structural Engineer 5. Architect 6. Quantity Surveyor 7. Mechanical Engineer 8. Fire Engineer 9. Health & Safety Professional 	<p>Score will be allocated based on a minimum five (5) years' experience post professional registration:</p> <p>5= All Nine (9) listed key staff team members have minimum 5 years' related experience post professional registration 4= Only eight (8) of the nine (9) listed key staff team members have minimum of 5 years' related experience post professional registration 3= Only seven (7) of the nine (9) listed key staff team members have minimum of 5 years' related experience post professional registration</p>	10%

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		<p>2= Only six (6) of the nine (9) listed key staff team members have minimum of 5 years' related experience post professional registration;</p> <p>1= Only five (5) or less or no submission of the nine (9) listed key staff team members have minimum of 5 years' related experience post professional registration;</p>	
<p>Approach and Methodology</p>	<p><i>The technical approach and methodology must demonstrate the understanding of the project scope of work in accordance with the following Stages:</i></p> <ul style="list-style-type: none"> • Stage 3 - Design Development (Including concept design review) (also termed Detail Design) • Stage 4 - Documentation and Procurement • Stage 5 - Contract Administration and Inspection • Stage 6 - Close- Out 	<p>5 = Provided a detailed technical approach and methodology that is aligned to the scope of work highlighting the risks and mitigation measures associated with working within the Retail Spaces and Highly community focused projects showing how quality will be monitored.</p> <p>4 = Provided a detailed technical approach and methodology that is aligned to the scope of work/ highlighting the risk/s of the work and mitigation measures.</p> <p>3 = Provided a detailed technical approach and methodology that is aligned to the scope of work</p> <p>2 = Provided a generic technical approach project methodology that is not aligned to scope</p>	<p>20%</p>

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1 = Inadequate / unrelated methodology provided or no submission

Professional Team Sub-Total

50%

Construction Evaluation (8GB or Higher)

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CRITERIA	SUB-CRITERIA	SCORING	MAXIMUM POINTS
<p>Organisational Experience of the construction team</p>	<p>Full points are allocated for track record of 5 projects of similar type and scale executed by tenderer in consideration:</p> <ol style="list-style-type: none"> 1. Appointment letter from client. 2. Final or Practical Completion certificates <p>Similar Type of scope – execution or construction of Large structures i.e. Office blocks, Malls, Shopping Centres, Schools, Hospitals etc... Building Refurbishments, Building Renovation, each project equal or exceeding 8GB. General Building works will be considered.</p>	<p>5 = proof of 5 projects or more and at least one (1) rail related project. 4 = Proof of 5 projects. 3 = Proof of 4 Projects. 2 = Proof of 3 projects. 1 = Proof of 2 or less projects or no submission.</p>	<p>20%</p>

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<p>Experience key staff (assigned site personnel) in relation to the scope of work</p>	<p>Submit proof of experience for:</p> <ol style="list-style-type: none"> 1. Site Construction Manager 	<p>Score will be based on qualifications, years of experience on built environment projects, of the proposed Construction Site Manager (Professionally Registered) as per details provided:</p> <p>5 = CV and Certified Qualification Built Environment / Construction with 5 years' experience</p> <p>4 = CV and Certified Qualification Built Environment / Construction with 4 years' experience</p> <p>3 = CV and Certified Qualification Built Environment / Construction with 3 years' experience</p> <p>2 = CV and Certified Qualification Built Environment / Construction with 2 years' experience</p> <p>1 = CV and Certified Qualification Built Environment / Construction with 1 year or no experience</p>	<p>10%</p>
<p>Project Schedule</p>	<p>Provide a project schedule in Ms Project or CCS or Excel that meets the clients' timeline requirements and the schedule to cover the following key Milestones:</p> <ul style="list-style-type: none"> • Design timelines including reviews • Submission to Municipality and obtain Approval of Site Development Plan and Building Plans • Site establishment 	<p>5 = MS Project schedule with all eight (8) milestones clearly indicating sequencing of activities and commitment to practical and final works completion and also provide critical path.</p> <p>4 = MS Project schedule with all eight (8) milestones clearly</p>	<p>10%</p>

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	<ul style="list-style-type: none"> Works commencements for each of the required deliverables. Ordering of equipment/materials for each of the required deliverables. Equipment installations periods/timeframes. Practical completion of each deliverable Final Works Completion – November 2023 <p>The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.</p>	<p>indicating sequencing of activities and commitment to practical and final works completion.</p> <p>3 = MS Project schedule with 7 required key milestones.</p> <p>2 = MS Project Schedule or Excel spreadsheet with 6 key milestones.</p> <p>1 = MS Project Schedule or Excel spreadsheet with 5 or less key milestones or no submission.</p>	
Health and Safety	<p><u>Health and Safety Plan</u></p> <ul style="list-style-type: none"> Specific Health and Safety Plan for the project Project Specific Baseline risk assessment Registered Construction Health and Safety Officer professionally registered with SACPCMP The nominated Safety Officer must have worked on a project equivalent 	<p>5 = All 4 required information provided.</p> <p>4 = 2 items of the sub-criteria requirements met with item 3.</p> <p>3 = 1 item of the sub-criteria requirements met with item 3.</p> <p>2 = 1 item only of the sub-criteria requirements met.</p> <p>1 = no submission</p> <p>“Kindly note that you are required to submit a comprehensive safety file for approval prior site hand-over to the contractor.”</p>	5%
Financial Capability	<p>Financial Capability: Operating cash flow ratio measures a company’s short-term liquidity.</p> <p>The operating cash flow ratio measures a company’s short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities.</p> <p>Bidder should submit a complete set of financial statement.</p>	<p>5 = Operating Cash flow ratio $x \geq 1$</p> <p>4 = Operating Cash flow ratio $0.5 \leq x < 1$</p> <p>3 = Operating Cash flow ratio $0 \leq x < 0.5$</p> <p>2 = Operating Cash flow ratio $x < 0$</p> <p>1 = No Submission of Financial statement</p>	5%

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	(Recent 2 years' financial statements prepared by a registered professional)		
Construction Team Sub-Total			50%
TOTAL			100%

Figure 8.3: Detailed scoring methodology

8.4 Stage 3: Pricing and BBBEE

The following formula, stipulated in the approved PRASA Conditions of Contract, shall be used by the Bid Evaluation Committee to score interested bidders on pricing:

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

Where:

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


Pt. = Rand value of the tender under consideration;

Pin = Rand value of the lowest acceptable tender.

The minimum qualifying criteria for pricing is 90 points as per the standard Evaluation Criteria presented in figure 8.1 above.

The BBBEE component of the evaluation process is weighted at 10 points in figure 8.1 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 by the Evaluation Committee are presented in figure 8.4 below.

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM) ABOVE A MILLION
1	10
2	9
3	8
4	5
5	4
6	3
7	2

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8	1
Non-Compliant Contributor	0

Figure 8.4: BBEE Evaluation Criteria

DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contributor: = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the subcontractor.....

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iii) The B-BBEE status level of the subcontractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

VAT registration number.....

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Company registration number.....

TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business.....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>.....</p> <p>ADDRESS</p> <p>.....</p>
--

10. VALIDITY PERIOD

This RFP shall be valid for 90 days calculated from Bid closing date.

11. 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 20 for B-BBEE.

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 80/20.

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 RFP requirements;

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

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

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

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

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Pricing Schedule/ BOQ 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.

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

2 DISCLOSURE OF PRICES QUOTED

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

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3 PERFORMANCE AND BID BONDS (NOT APPLICABLE)

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

4 OWNERSHIP OF DESIGN

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

5 SERVICE LEVELS


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

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

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

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

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

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

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

Acceptance of Service Levels:

YES	
-----	--

6.TOTAL COST OF OWNERSHIP (TCO)

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

7. FINANCIAL STABILITY

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past 2 years with their Proposal in order to enable PRASA to establish financial stability.

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

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SIGNATURE OF WITNESSES
WITNESSES

ADDRESS OF

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

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8. VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNATURE OF WITNESSES
WITNESSES

ADDRESS OF

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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NAME: _____

DESIGNATION: _____

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


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

1. PRASA's General Bid Conditions*

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

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

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will

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

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

SIGNED at _____ on this _____ day of _____ 2....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

10. GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

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

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requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

10.2 PRASA'S TENDER FORMS

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

10.3 PRECEDENT

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

10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;

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

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

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

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

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

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10.6 CORRUPTION, GIFTS AND PAYMENTS

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

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

10.7 INSURANCE

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

10.8 NO CONTACT POLICY

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

10.9 CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process,

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but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

10.10 COLLUSION AND CORRUPTION

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

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

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to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

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

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

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10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

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

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

10.13 RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order

and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

11. CONDITIONS OF TENDER

General

Actions 1 PRASA's *Representative* and each *tenderer* submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.

Interpretation 2 Terms shown in *italics* vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.

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3 Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the *tender returnable* are deemed to be part of these Conditions of Tender.

4 The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.

Communication

5 Each communication between PRASA and a *tenderer* shall be to or from PRASA's *Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a *tenderer*.

PRASA's rights to accept or reject any tender

6 PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's *Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender.

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

Tenderer's obligations

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

Eligibility

1 Submit a tender only if the *tenderer* complies with the criteria stated in the Scope of work/ specification.

Cost of tendering

2 Accept that PRASA will not compensate the *tenderer* for any costs incurred in the preparation and submission of a tender.

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- | | | |
|---|----|---|
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| Acknowledged 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 RFP document, <i>i-tender</i> website and CIDB website. |
| Seek clarification | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |

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

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

- NOTE:**
- 19 **Return the completed and signed PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification**
- 20 **Submit the tender as an original plus 1 copy and an electronic version which must be contained in CDs or Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the tenderer's name and contact address**. Where the tender is based on a two envelop system tenderers 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.

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Note:

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

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

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

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

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

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

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

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

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| Clarification of tender after submission | 29 | Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |
| Submit bonds, policies etc. | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |
| | 31 | Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> , and sign the Form of Agreement all within the time required. |
| | 32 | Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender. |
| Fulfil BEE requirements | 33 | Comply with PRASA's requirements regarding BBBEE Suppliers. |

PRASA'S UNDERTAKINGS

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

- | | | |
|---------------------------------|---|--|
| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> . |
|---------------------------------|---|--|

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|--------------------------------|---|--|
| Issue Addenda | 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> . |
| Return late tenders | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission. |
| Non-disclosure | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract. |
| Grounds for rejection | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award. |
| Disqualification | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender. |
| Test for responsiveness | 7 | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>. |
| | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> |

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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.

Non-responsive tenders

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

Arithmetical errors

- 11 Check responsive tenders for arithmetical errors, correcting them as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.
 - Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *tenderer's* addition of prices, the total of the Prices, if any, will be corrected.

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

Evaluating the tender

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

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| Clarification of a tender | 14 | Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified. |
| Acceptance of tender | 15 | Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> . |
| Notice to unsuccessful tenderers | 16 | After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures. |
| Prepare contract documents | 17 | Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender). |
| Issue final contract | 18 | Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance. |
| Sign Form of Agreement | 19 | Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request. |

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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.
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