

REQUEST FOR TENDER: APPOINTMENT OF A CONTRACTOR FOR REINSTATEMENT OF THE 3kV DC OHTE NETWORK BETWEEN BELLVILLE STATION TO EERSTER RIVER STATIONS ON THE NORTHERN LINE IN WESTERN CAPE



HO/PT/ENG/(E)/217/11/2022

BID NUMBER: HO/PT/ENG(E)/217/11/2022
REQUEST FOR TENDER (RFT) FOR THE APPOINTMENT OF A CONTRACTOR FOR REINSTATEMENT OF THE 3kV DC OHTE NETWORK BETWEEN BELLVILLE STATION TO EERSTER RIVER STATIONS ON THE NORTHERN LINE IN WESTERN CAPE

CLOSING DATE	12 DECEMBER 2022
CLOSING TIME	12H00
BID DOCUMENTS DELIVERY ADDRESS	Passenger Rail Agency of South Africa, 30 Wolmarans Street Umjantshi House, Braamfontein
BIDDER NAME	
BID RETURN ADDRESS (BIDDING ENTITY RETURN ADDRESS)	Contact Number..... Company Name.....

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Disclaimer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

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

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

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2 ACRONYMS

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

3 INTERPRETATION

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

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

4 DEFINITIONS

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

- 4.1 “Accounting Authority” means the Board of PRASA;
- 4.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFT.
- 4.3 “Bid” means the Bid to the RFT submitted by Bidders;
- 4.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 4.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 4.6 “Black Equity” means the voting equity held by Black People from time to time;
- 4.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen ;
- 4.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 4.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 4.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 4.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFT in respect of the tender;
- 4.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFT and “Consortia” means more than one Consortium;
- 4.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFT.
- 4.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **12 DECEMBER 2022 @ 12h00;**
- 4.15 “Project” means this project for the **APPOINTMENT OF A CONTRACTOR FOR REINSTATEMENT OF THE 3kV DC OHE NETWORK BETWEEN BELLVILLE STATION TO EERSTER RIVER STATION ON THE NORTHERN LINE IN WESTERN CAPE;**
- 4.16 “RFT” means the Request for Tenders issued by PRASA for this bid; and
- 4.17 “Scope of Work” means the scope of work for this project as detailed out in the RFT technical specifications.

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SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

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

BID DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR REINSTATEMENT OF THE 3kV DC Ohte NETWORK BETWEEN BELLVILLE STATION TO EERSTER RIVER STATIONS ON THE CENTRAL LINE IN WESTERN CAPE
BID ADVERT	This RFT will be advertised on National Treasury's e-Tender Publication Portal at www.etenders.gov.za and CIDB with effect from 21 NOVEMBER 2022
ISSUE DATE	XXXXXXX
COLLECTION DATE DEADLINE (if applicable)	N/A
COMPULSORY BRIEFING SESSION	BRIEFING SESSION DATE: 29 DECEMBER 2022 @ 10H00 IN 12 LIESBEECK PARKWAY, WESTERN CAPE METRORAIL, INFRASTRUCTURE SALT RIVER 7925
CLOSING DATE	12 DECEMBER 2022 @ 12h00 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 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	02 DECEMBER 2022
CLOSING DATE FOR RESPONSES	08 DECEMBER 2022
CONTACT PERSON	Agnes Sekhuthe – asekhuthe@prasa.com and copy Rosemary Moagi at rmoagi@prasa.com

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

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2 FORMAL BRIEFING

A compulsory RFT briefing will be at 12 Liesbeeck Parkway, Western Cape Metrorail, Infrastructure Building, Salt River 7925 on **29 NOVEMBER 2022 at 10h00**.

BRIEFING SESSION MINUTES AND NOTES

- 2.1** PRASA will issue briefing session minutes or notes within three working days from the date of the briefing session.
- 2.2** Bidders / Respondents are requested to promptly submit any clarifications on or before the deadline date stated.
- 2.3** Responses to clarifications / questions will be provided on or before the deadline date stated.

3 PROPOSAL SUBMISSION OF RFT RESPONSE

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

RFT No:	HO/PT/ENG/(E)/217/11/2022
Description of Bid	APPOINTMENT OF A CONTRACTOR FOR REINSTATEMENT OF THE 3kV DC OHE NETWORK BETWEEN BELLVILLE STATION TO EERSTER RIVER STATIONS ON THE NORTHERN LINE IN WESTERN CAPE
Closing date and time:	12 DECEMBER 2022 @ 12H00
Closing address	<i>[Refer to options in 5 below]</i>

4 DELIVERY INSTRUCTION FOR RFT

Delivery of Bid

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

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As explained in more detail in the attached SBD 6.1 (BBBEE Preference Points Claim Form) in and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5

of 2000 and its Regulations, Respondents are to note that PRASA will award “preference points” to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific codes)if applicable).

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

5.1 B-BBEE Joint Ventures or Consortiums

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

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by **SBD 6.1** [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

5.2 Subcontracting

As an organ of state, PRASA fully endorses Government’s transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies

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

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

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

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

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

6 COMMUNICATION

6.1 For specific queries relating to this RFT during the RFT process, bidders are required to adhere strictly to the communication structure requirements. An RFT Clarification Form should be submitted to asekhuthe@prasa.com and copy Rosemary Moagi at rmoagi@prasa.com on or before 02 December 2022, substantially in the form set out in Annexure 2 hereto.

6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory

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.

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

- 6.3** After the closing date of the RFT, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number [011 013 1594, email: asekhuthe@prasa.com] on any matter relating to its RFT Proposal.
- 6.4** Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.5** Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFT between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

7 CONFIDENTIALITY

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

8 INSTRUCTIONS FOR COMPLETING THE RFT

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

8.2 Bidders are required to package their response/Bid as follows to avoid disqualification:

Volume 1 (Envelope 1/Package 1)

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

Volume 2 (Envelope 2/Package 2)

- **Part C:** Financial Proposal

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

- 8.3** Bidders must submit 1 original response, 1 copy and two electronic version which must be contained in CDs or Memory Cards clearly marked as Volume 1 and Volume 2 in the Bidders name.
- 8.4** Bidders must ensure that their response to the RFT is in accordance with the structure of this document.
- 8.5** Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 8.6** Any documents forming part of the original responses to RFT but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 8.7** Each response to RFT must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFT. Responses to RFT must be neatly and functionally bound, preferably according to their different sections.
- 8.8** The original responses to RFT must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFT as proof of authorization. By signing the responses to RFT the signatory warrants that all information supplied by it in its responses to RFT is true and correct and that the responses to RFT and each party whom the responses to RFT signatory represents, considers themselves subject to and bound by the terms and conditions of this RFT.
- 8.9** The responses to RFT formulation must be clear and concise and follow a clear methodology which responses to RFT must explain upfront in a concise Executive Summary and follow throughout the responses to RFT.

- 8.10** Responses to RFT must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFT, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFT. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11** Information submitted as part of a responses to RFT must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 8.12** Responses to RFT must ensure that each requirement contained in the RFT is succinctly addressed. Responses to RFT should as far as possible use the terms and definitions applied in this RFT and should clearly indicate its interpretation of any differing terminology applied.
- 8.13** Response to RFT documents are to be submitted to the address specified in item 5 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14** Unless otherwise expressly stated, all Proposals furnished pursuant to this RFT shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15** Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFT documents.
- 8.16** Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of the evaluation.**

9 RFT TIMETABLE

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

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RFT PROCESS	MILESTONE DATES
Bid issue date	21 NOVEMBER 2022
Compulsory Briefing	29 NOVEMBER 2022 @ 10h00
Closing date for Questions	08 DECEMBER 2022
Closing date for Responses	08 DECEMBER 2022
Closing Date for Submission of final Bid	13 DECEMBER 2022 @ 12h00
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

10 CONTRACT DURATION

The planned time frame for the implementation of this proposed project is six (6) months from contract signing with a programme that consists of activities for designs, material procurement, the removal and de-commissioning of the old vandalized 3kV DC components and reinstating new 3kV DC OHTE between Bellville and Eerster River.

11 LEGAL COMPLIANCE

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

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

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

12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number: _____ **Unique registration reference number:** _____.

13 TAX COMPLIANCE

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

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

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

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

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

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

New Tax Compliance Status (TCS) System

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

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

Tax Compliance Status (TCS) Pin:_____.

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

Infrastructure Electrical has one core function, and that is to always ensure that, there is a safe and continuous electrical power supply for the safe movement of trains. The output of this core function is dependent on several various power supplies from various utilities.

The Infrastructure Electrical department comprises of an Overhead Track Equipment (O.H.T.E) department and a Substation department. Most people are familiar with O.H.T.E as this equipment is visible to the public, as these are the wires, we see daily all along the rail network. These wires carry various power supplies which emanate from one of many substations

The Northern Line corridor (Bellville station and Eerster River station) was under severe attack of theft and vandalism which lead to the decision of the Region to stop running rail services on this corridor. Therefore, the 3kV DC infrastructure and network which provides traction power to the trains requires urgent restoration for the rail services to be reinstated on the Northern Line.

This document serves as a bid specification for Reinstatement of the 3kV DC OHTE between Bellville station to Eerster River station.

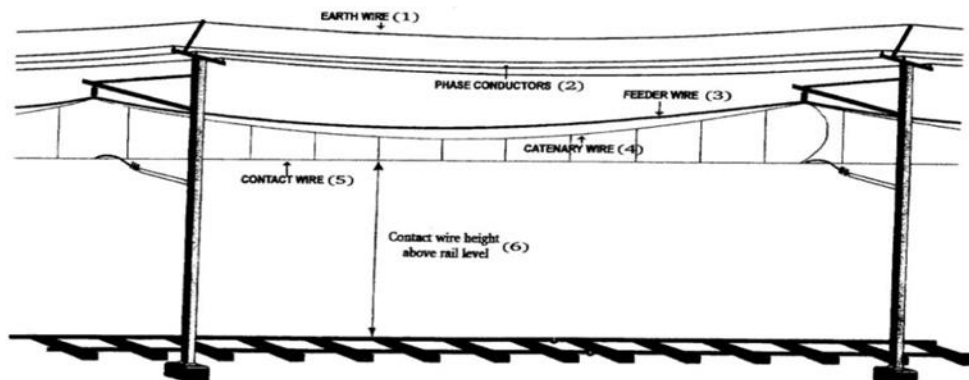


Figure 1: O.H.T.E Layout

2. BACKGROUND INFORMATION

a. STATUS QUO

Due to the age of the infrastructure and the high rate of theft and vandalism, the 3kV Overhead Traction Equipment (OHTE) on the Northern Line, has been damaged beyond the state where maintenance teams can restore through normal repair intervention.

b. PROBLEM STATEMENT

The Northern Branch line has been temporarily closed due to theft and vandalism. Condition assessment was conducted to inform the extent of the work required to recover asset degradation. Based on the outcome of condition assessment, this section requires the intervention of contracted services to recover the 3kV DC electrical equipment that has been vandalized and stolen between Bellville station to Eerster River station. The condition of 3kV Ohte has deteriorated and damaged to such an extent that it cannot be recovered with internal maintenance teams.

c. PICTORIALS



Figure 2 Damaged Ohte Lines

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Figure 3: OHTE Vandalized



Figure 4: vandalised and Stolen OHTE

3. OBJECTIVE OF THE PROPOSED PROJECT

The objectives of the proposed project are outlined in detail from the following sections:

- Avoid unnecessary interruptions of train service
- Reduce equipment failure rate
- Improved compliance with the National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002) and Occupational Health and Safety Act, 13 (Act No. 85 of 1993)

a. DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

- To reinstate rail services between Bellville station to Eerster River station
- To extend the life span of the infrastructure by restoring the 3kV OHTE equipment that was stolen and vandalised.
- To accommodate the new fleet with good condition infrastructure and reduce risks.

b. PROJECT BENEFITS TO PRASA

- Eliminate network blackouts due to inadequate power capacity owing to constraints in Over Head Track Equipment availability, which consequential contribute in operational inefficiencies.
- Improve the availability and reliability of the assets.
- Improvement of the train service in the corridor.

c. CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

Due to the theft of the 3kV DC electrical cables, services on the Northern Line have been suspended. There are no other mechanisms in place to restore the 3kV network except to appoint a service provider who can do the repairs for PRASA. This is due to both the degree of theft as well as the internal capacity which is only designed to perform maintenance functions rather than construction.

4. SCOPE OF WORK AND AREAS OF FOCUS

a. SCOPE OF THE DESIRED SOLUTION

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

The Contractor shall be responsible for the supply, delivery, off-loading, storage, placing, fixing, fastening, installation, testing and commissioning and handover of 3kV DC OHTE equipment and components. The scope of work will include supply, deliver and install 3kV DC OHTE equipment and materials between Bellville station to Eerster River station on the Northern Line in the Western Cape.

b. DETAILS ON THE PREFERRED SOLUTION

The Works covers the restoration of the 3 kV DC Overhead Traction Equipment (OHTE) Network on the Northern Line Corridor owned by Passenger Rail Agency of South Africa (PRASA) through the supply and installation of 3 kV DC overhead catenary wire works and associated steel works.

The extent of the Works consists of the following:

- The 3 kV DC wiring will typically comprise of hard drawn copper (Cu) contact wire (161 mm²), copper (Cu) catenary (160 mm²), AAC feeder wire (500 mm²), copper (Cu) droppers and flexible FCC jumpers. The earth wire will be ACSR (50 mm²).
- PRASA's OHTE dropper chart (**CEE-TV-2**) is designed / compiled for an 80 mm² copper (Cu) catenary. The Contractor shall adapt/redesign dropper chart for a catenary of 160 mm². The Contractor shall provide the updated dropper chart to be approved and validated by PRASA.
- The 3 kV DC Switching: various track switches will be required and will incorporate section insulators at the switch point and also between circuits on cross-overs and substation feeding points. The switching arrangement will incorporate all associated equipment as may be required.
- The bonding and earthing of all OHTE and relevant equipment shall be in accordance with the relevant drawings and specification – **CEE 0059.84**, Earthing and Bonding 3 kV DC Electrification. Bonding on all types of Rails to be done as per Engineering Instruction **B.023-issue 3**. Expanding collar system
- All material to be used must be SABS approved. Contractors must supply all material to be used.
- All bonds to be fixed to the rails by means of the expanding collar system and exothermic welded to the masts. Bonds to be fitted with the appropriate size lugs (cf. Drawing **CEE – TU – 136**)
- Prior to any welding connection, the surface(s) must be thoroughly prepared as per detailed instructions to ensure strong and continuous bond. The galvanizing of the structures must be removed with a grinder and the surface where the exothermic weld is to be performed should be thoroughly cleaned.

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- The area where the galvanizing was removed must be treated with zinc spraying, hot – patch soldering, or coated with zinc-rich paint complying with the requirements of SABS 920.
- All welded joints must be “hammer tested” to ensure that the mechanical strength of the joints is adequate and must also be painted.
- PRASA’s Technical Supervisor (Bonding) / his or her designate will inspect and approve the work before any Grading Ring is covered by soil.
- PRASA’s Technical Supervisor (Bonding) / his or her designate will check and evaluate the amount of work completed by the Contractor every day.
- Rail continuity Bonds – All joints in the rail must be bonded with 4 x 96 mm² PVC sheeted steel cables. The continuity bonds must be bolted to the web of the rail using the Expanding collar system. The ends of bonds must have lugs crimped to it, which shall then be fastened to the rail using the Expanding collar system.
- Cross bonds – are applied between various tracks which share the return current. It consists of a 96 mm² PVC sheeted composite bond that is fastened to the web of the rail by means of the Expanding collar system. Cross bonds must be provided at intervals not exceeding 500 m.
- Mast to Rail bonds – shall exist in spacing not exceeding 350 m (5 spans). They shall consist of a 2 x 96 mm² PVC sheeted bond that is fastened with WAM Stud and Lug to the mast and fastened to the web of the rail by means of Expanding collar system. The end that is to be bolted to the rail must have a lug crimped to it which shall then be fastened to the rail with a WAM stud. Where no earth wire is connected to the mast, 4 Mast to rail bonds must be provided.
- Switch Structure – must be provided with double Mast to rail bonds of 96 mm² PVC sheeted steel cable.
- This Contract is responsible for the track switch structures between Bellville – Eerster River.
- Testing and commissioning of the OHTE line including all associated equipment in conjunction with PRASA.
- Replacement of few affected 3kV DC OHTE Mast Pole between Bellville station and Eerster River station. Please note there are no mast poles damaged yet. This only applies if there would be critical mast poles that might need to be replaced. The contractor shall be responsible to deliver any un-used mast poles to Salt River Depot.
- The contractors shall make provision of accessing site as there are sites with no access
- Painting and sandblasting of all the existing masts pole
- Numbering of masts pole
- Installation of MOD’s

- Installation of anti-theft and vandalism device on the OHTE, the antitheft shall detect any theft and vandalism and report everything to our control and send sms's to relevant personnel's.
- Testing, issuing of test certificates and commissioning of works as per designs and on drawings.
- Remove all old equipment which are being replaced and transport the equipment to Salt River Depot.
- The supply of operating manuals, electrical diagrams, as-built drawings, and other documentation. The Contractor to appoint a reputable Engineering firm to assist with the preparation of these documents.
- All final measurements will be done with the contractor on site.

c. TARGETED AREA BY THIS PROJECT

The project will cover the following areas:

Bellville station to Eerster River Station

d. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will cover the following areas:

- Bellville station to Kuilsrivier station
- Kuilsrivier station to Blackheath station
- Blackheath station to Maltonrose station
- Maltonrose station to Eerster River station

e. OTHER RELATED PROJECTS

- Reinstating of the 3kV DC OHTE lines between Eerster River station to Muildersvlei station
- Reinstating 3kV DC OHTE line between Eerster River station to Strand station
- Appointment of a contractor for the reinstating of the 33kV AC lines on the Central Rail corridor in the Western Cape.
- Appointment of a contractor for reinstatement of the 3kV DC OHTE network between Langa station and Philippi station on the Central Line in Western Cape

5. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

5.1.1 OHTE CONDUCTORS

Earth Wire - Wire, electrical type phase conductor size 50 mm² dimensions strand 6/1/3.35 mm conductor material aluminum, insulation color none, package type wood drum 2 km, electric cable sabs182 part3; used on OHTE; steel reinforced; code name: rabbit specification: sans182 part3

Feeder Wire - Wire, electrical type feeder conductor size 500 mm² dimensions strand 37/4.27 mm conductor material aluminum, insulation color none, package type wood drum 1 km, used on OHTE; name code name: scorpion specification: sabs182 part2

Catenary wire – Wire, electrical type catenary conductor size 160 mm² dimensions strand 37/2.36 mm conductor material copper hard drawn, insulation color: none, package type wood drum 500 m, specification: sans182 part1

Contact Wire - Wire, electrical type contact wire conductor size 161 mm² voltage rating 3 kV dc dimensions lg 1830m conductor material

Copper insulation color: none features grooved package type: drum wood, specification: cee.0241.2009

Dropper wire - wire, electrical type dropper conductor size 4 mm² voltage rating 3kv dc, material copper hard drawn, insulation color none, package type coil 50 kg used on OHTE specification: sans 182 part 1

Bonding wire - wire, electrical type bonding conductor size 97 mm² voltage rating 3Kv DC dimensions 49 x 1.6 mm, conductor material steel, conductor finish galvanized, insulation color none, features insulation pvc/sheathed, package type drum 500 m, specification: sans1507 part 3, SANS182 part 5

5.1.2 Cable and Wires

Contact wire	161 mm ² Hard drawn copper
Catenary	160 mm ² Cu (copper)
Feeder Wire	500 mm ² ACC
Feeder Cable	500 mm ² Cu (Copper)
Earth wire	50 mm ² ACSR (Rabbit)
Jumpers (FCC)	160 mm ² Cu (Flex copper wire)
Dropper wire	4 mm Cu
Rail to Rail bonds	97 mm ² PVC covered galvanized steel wire
Mast to Rail bond	97 mm ² PVC covered galvanized steel wire
Contact wire tensioning type	TL = 805 – 1610 m Spring at both ends
	TL = 400 – 804 m Spring 1 end and fixed the other

Contact wire tensioning	TL < 400m	Fixed both end
	Soling anchor:	CEE – TV – 38
Catenary wire profiles	Spring tensioned:	CEE – TV – 39
	Sag-Span-Temp	CEE – TV – 61 ²
Feeder wire profile	Sag-Span-Temp	CEE – TV – 64
Stagger limits	Tangent track	240 mm
	Curves	300 mm

5.1.3 LIST OF DRAWINGS

A.1. Wiring Arrangements

	Drawing number	Drawing Title
1	CEE – TP – 148 SH2	Earth wire make-off arrangements

A.2. Jumper Arrangements

	Drawing number	Drawing Title
1	CEE 0059.84	Earthing and Bonding 3 kV DC Electrification
2	CEE 0128.85	Maintenance of 3 kV DC Electrification

A.3. Earthing and Bonding

	Drawing number	Drawing Title
1	CEE – TU – 35	Bonding: Mast to Rail (Single Bond)
2	CEE – TU – 36	Cross – bonding: Multiple tracks
3	CEE – TU – 50	Clip for fastening bond onto sleeper
4	CEE – TU – 120	Connection of Bonds to Web of Rail
5	BBC 1678 version 1	Specification for bonding for 3 kV DC traction systems
6	BBC 1845 version 1	Work procedure for installation of WAM fasteners
7	BBB 6017 version 2	Specification for Rail Bond Fasteners
8	BBC 7863 version 1	Connection of bonds to OHTE steel structures
9	BBC 7864 version 1	Connection of bonds to web of rail

5.1.4 TERMS AND DEFINITIONS

	Term	Definitions
1	Bolt group	Group of bolts making up a cage for the holding down of masts in a concrete foundation
2	Bonding	General term applied to the interconnection of masts, support steelwork, aerial earth wire etc. to the rail negative return circuit.
3	Catenary Wire	Conductor suspended in consist to carry the Contact wire
4	Catenary – Contact Jumper	Connecting jumper between catenary and contact wire
5	Contact wire	Conductor suspended in consist to transfer electrical energy to the pantograph
6	Continuity bond	Connections between sections of rail
7	Cross span	A tensioned length of conductive wire between two fixed points. Either “live” or “earthed”. Found in multiple track yards and under bridges.
8	Cross bonding	Connection between traction return rails of multiple parallel tracks.
9	Dropper Wire	Dropper wire used to suspend the contact wire from the catenary wire.
10	Earth Wire	The continuous aerial earth wire suspended on masts for the purpose of electrically connecting them to each other.
11	Earth Wire extension	Extension bracket for the raising of the aerial earth wire above a mast for the purpose of crossing other wiring to correct vertical clearance.
12	Feeder Wire	Conductor suspended in consist to provide the main current carrying capacity of the OHTE
13	Feeder-Catenary- Contact jumper	Connecting jumper between feeder, catenary and contact wires
14	Hockey stick	Curved tubular rod for the purpose of horizontally registering the contact wire on gauge for track radii smaller than 915 m.
15	Knuckle	The diagonal strut bracing a boom to the mast to limit mid-span deflection due to its mass and that of its point loads.

16	Mast	Mast for the purposes of terminating one or more sets of wires either by means of stay or raking leg.
17	Mast to Rail Bond	Steel or concrete mast for the support of SPS and wiring of an OHTE system.
18	Mast base insulation	Connection between a mast and the traction return rail
19	Overhead Traction Equipment	Term to describe a set of conductors running horizontally off the track alignment usually to a make – off.
20	Section insulator	A consist of insulators, steady arms, swivel clips, pins etc. for the horizontal registration of the contact wire in the OHTE (OCS) system
21	Suspension	Span of wiring between two (2) suspension points which may be mast or bridge cross spans or tunnel fittings.
22	Steady arm	String of hooks, clamps, pins, insulators etc. for the suspension of OHTE conductor system over an electrified track.
23	Steady arm attachment	Tubular rod for the purpose of horizontally registering the contact wire on gauge for track radii greater than 915 m.
24	Swivel clip	Portal structure over the tracks comprising signal cages, catwalks and ladders
25	Track switch	Once or more rails used for the transmission of the negative traction current back to the substation negative busbar.
26	Transmission Line	Device for the manual or motorized opening and closing of an electrical circuit in the OHTE context

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Below is the list of Specifications, Drawings and Engineering specifications to be used.

No	Specification, Drawings and Engineering Instruction	
	Specification, Drawing No	Description
1	Support on Double Booms	CTE-PFC-39
2	Symbols for Electrical Installations	CEE-PA-0019
3	Spoornet Technical Railway Specification for Hot Dip Galvanizing and Painting of Electrification steelworks	CEE.0183
4	Jig, Stencilling, Structure Numbering	TW-646 Sheet 1 of 6
5	Stencilling Jig Welding Assembly	TW-646 Sheet 2 of 6
6	Bracket, Holding Stencilling Jig	TW-646 Sheet 3 of 6
7	Bar Support Stencilling Jig	TW-646 Sheet 4 of 6
8	Template, Stencil, Letters & Figures	TW-646 Sheet 5 of 6
9	Template, Stencil, Dividing Symbol	TW-646 Sheet 6 of 6
10	Cross-span assembly on concrete bridges- Insulated brackets	CEE-TP-157
11	Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract	CEE 0224
12	Code of Practice of Overhead Power Lines	SANS 10280:2004
13	Conductors for Overhead Electrical Transmission Lines	SANS 182-2
14	Painting of Steel Components of Electrical Equipment	CEE – 045 of 2002/1
15	Occupational health and safety specification	MSHERQ-001
16	Specification for works on, over, under or adjacent to railway lines and near high voltage equipment	E7/1
17	Specification for Contact Wire	CEE.0241.2009
18	OHTE dropper chart	CEE-TCV-2
19	Steady arm attachment with locking bracket	CEE-TFMB-0067 sht 1
20	Clamping bolt with nuts and washers	CEE-TX-82

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21	Dropper clip	CEE-TND-5
22	Parallel clamp for 161mm ² contact wire	CEE-TNB-57

Table 1: List of Drawing, Specifications and Engineering Instructions

The following technical standards are particularly relevant to the scope of works. This is not a fully comprehensive listing of all relevant standards and associated normative references but rather a list of the more notable standards.

No.	Title	Number
1.	Conductors for overhead electrical transmission line's part 1-5	SANS 182
2.	Standard voltages, currents and insulation levels for electricity supply	SANS 1019
3.	Overhead power lines for conditions prevailing in South Africa	SANS 10280-1
4.	Insulators for overhead lines with a nominal voltage above 1000V	SANS 60383
6.	Characteristics of line post insulators	SANS 60720
7.	Selection and dimensioning of high-voltage insulators intended for use in polluted conditions	SANS 60815 part 1 and 3
8.	Round wire concentric lay overhead electrical stranded conductors	SANS 61089
9.	Insulators for overhead lines - Composite suspension and tension insulators for AC. systems with a nominal voltage greater than 1 000 V - Definitions, test methods and acceptance criteria	SANS 61109
10.	Overhead lines - Requirements and tests for fittings	SANS 61284
11.	Composite string insulator units for overhead lines with a nominal voltage greater than 1 000 V Part 1: Standard strength classes and end fittings	SANS 61466

12.	Connecting devices - Devices for the connection of aluminium conductors in clamping units of any material and copper conductors in aluminium bodied clamping units	IEC 61545
13.	Insulators for overhead lines - Composite line post insulators for A.C. systems with a nominal voltage greater than 1 000 V - Definitions, test methods and acceptance criteria	SANS 61952
14.	Hot rolled products of structural steels	SANS 50025
15.	The structural use of steel	SANS 10162
16.	Internal and/or external protective coatings for steel tubes - Specification for hot dip galvanized coatings applied in automatic plants	SANS 32

5.1.5 Security

All security companies used by the Contractor must be PSIRA registered with valid letter of good standing.

Security personnel must all be PSIRA register with no pending cases and preferably be sourced from the local community.

All security officials utilized on this project must be South African Citizens.

All personnel employed by the Contractor including his sub-contractors must have undergone a Health and Safety Induction, permits must be issued at the cost of the contractor to all personnel that must be signed and stamped by the authorized PRASA Official responsible for Risk Management.

PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance.

The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment and/or material that do not form part of this scope of work but need to be protected will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.

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PRASA assets that shall be guarded by the contracted security includes Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.

Any lost, damaged or stolen material shall be treated according to the construction contract, specifically clauses 33 and 34 and bidders should take note of section 9.7 Insurance of the RFT for guidance.

Access and Egress control measures to be implemented at the site office.

The fence must be erected in such a manner as to enclose the site offices as well as the storage facilities including the parking space for vehicles of site staff.

A minimum of two lockable containers must be used for the storage of materials including salvaged scrap.

All salvaged scrap must be weighed on site and placed in an enclosed drum that must be sealed by a seal with a unique serial number and signed off by PRASA as well as a contractor representative. Salvaged scrap that is sealed and signed off may not be kept on site and must be moved to the designated PRASA site for safe keeping. The contractor will be responsible for safe movement of salvaged scrap to the designated PRASA facility.

Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e. copper is adequately protected while in transit to and from site.

The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary, and co-signed by PRASA representative on site before it is removed from site.

Scrap metal removed from site shall be adequately protected until it is delivered to the designated PRASA store. Proof of delivery and co-signature by PRASA representative of all material delivered to PRASA store must be provided by the successful bidder.

Bidders are to note that the successful bidder shall be responsible to protect their own site establishment, their own tools and equipment, materials and works as well as labour. The successful bidder shall ensure that patrols are in place at the section handed over to the successful bidder until the completed work is handed over to PRASA. No claims of losses must be lodged with the client for stolen goods before the completed work is handed over to PRASA.

Bidders are to note that the successful bidder shall be responsible to provide PRASA with a Security Plan (which clearly states which assets the successful bidder will be protecting/securing) upon award and before Works commence. The Security Plan provided by the successful bidder shall be developed in collaboration with the PRASA Project Manager, the PRASA Protection Services representative and

the PRASA appointed contractor/s responsible for securing other PRASA assets in the respective areas and shall be signed off by all Parties before the successful bidder can establish site and commence Works.

Bidders are to note that there will be various other PRASA appointed Contractors/Suppliers working in the corridor/section as stated in the Scope of Works. All other PRASA appointed Contractors/Suppliers shall be responsible to protect their own site establishment, their own tools and equipment, material and works as well as labour. Upon appointment of other Contractors/Suppliers, the Security Plan and Security Responsibilities shall be reviewed and approved by all Parties. The PRASA Project Manager will have the responsibility to advise the successful bidder when other Contractors/Suppliers are appointed.

PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance.

5.1.6 Key personnel staff requirements

The appointed multi-disciplinary contracting company shall provide qualified and experienced professional staff for the following key positions.

- Team Leader/Project Engineer
- Supervisor
- Health and Safety Officer
- Traction Linesmen

5.1.7 MINIMUM QUALIFICATIONS OF KEY PERSONNEL STAFF (FOR COMPLIANCE EVALUATION)

TEAM LEADER/PROJECT ENGINEER

- Graduate degree in Electrical Engineering (Heavy Current) or B-Tech in Electrical Engineering (Heavy Current)
- ECSA registered as a Professional Engineer/Technologist

SUPERVISOR

- A-Red Certificate (Ohte)

HEALTH AND SAFETY MANAGER

- National Diploma / Certificate in Safety, Health, Environment, Risk and Quality (SHERQ);
- Registration with SACPCMP

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TRACTION LINESMEN

- A-Red Certificate (OHTE)

5.1.8 RECOMMENDED EXPERIENCE OF KEY PERSONNEL STAFF (FOR TECHNICAL EVALUATION)

TEAM LEADER/PROJECT ENGINEER

- Recommended 5 years or more Post Graduate experience
- Recommended 5 years or more experience in 3kV DC, 25kV AC or 50kV AC OHTE construction, installation, and commissioning.

SUPERVISOR

- Recommended 10 years or more experience in 3kV DC, 25kV AC or 50kV AC OHTE construction and installation

HEALTH AND SAFETY MANAGER

- Recommended 5 years or more experience in health and safety in construction projects

TRACTION LINESMAN

- Recommended 5 or more years' experience in 3kV DC, 25kV AC or 50kV AC OHTE construction and installation

1.1. OTHER WORK PACKAGES

Bidders should note that this project is part of the Central Line Recovery Programme that contains ten (10) other electrical (33kV AC, 3kV DC, 11kV AC and substations) work packages between Langa, Philippi, Chris Hani, Kapteinsklip and Bellville. The construction of all these ten (10) work packages shall be executed simultaneously with each work package being executed by its own team as defined in Section 5.9.

The teams working on each work package shall be independent of each other and PRASA will not allow the same team and/or team members to be used in more than one work package.

If a bidder is awarded more than one work package; different teams and different team members as defined in Section 5 shall be used per work package.

Bidders that will be responding to more than one work package are required to respond using different teams and team members per work package to indicate capacity in carrying out the construction of more than one work package simultaneously.

1 EVALUATION METHODOLOGY

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

1.1 Evaluation and Scoring Methodology

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

The following levels will be applied in the evaluation:

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

1.2 Evaluation Criteria

The bids will be evaluated to determine whether the Bidder is capable of delivering the required service in terms of its business credentials, empowerment and technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in table 1 below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

Table 1: Evaluation Criteria

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Compliance	Compliance
Stage 2	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
Stage 3	Price and BBBEE
Price	90
BBBEE	10
TOTAL	100

1.3 Stage 1: Compliance Requirements

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

Mandatory Requirements

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

No.	DESCRIPTION OF REQUIREMENT	
a.	Completion of ALL RFT documentation (includes ALL declarations, project specifications and Commissioner of Oath signatures required). Project specification acceptance note and Compliance specification sheet to be sent with tender.	
b.	CIDB 8EP	
c.	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
d.	The Declaration Certificate for Local Content (SBD 6.2) and accompanying Annexure C and the National Industrial Participation Programme (SBD5) must be completed and duly signed.	
e.	In compliance with the Preferential Procurement Regulation requirement of subcontracting 30% of the Works, PRASA requires a Memorandum of Understanding from the Bidders to reflect the following: 1. Names of companies that it intends to subcontract.	

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	2. The nature of the works (Extracted from the bill of quantities) to be subcontracted. 3. Contract percentage (%) that will be subcontracted to the respective companies. 4. The terms and conditions of the relationship between the Bidder and subcontracting companies; and 5. Signatures of both parties.	
--	--	--

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

- Professional Engineering Services
- Civil Engineering Services
- Quantity Surveying Services
- Occupational Health and Safety Services
- Security Services
- Supply of electrical cables
- Supply of steel
- Supply of construction equipment or plant hire
- Civil contractors
- Mobile office and toilet hire

Should bidders identify sub-contractors that meet the requirements as set in section 11 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 and time. Bidders who do not meet this requirement will be disqualified and will not be evaluated further.

If you do not submit the following basic compliance documents your bid may be disqualified and these documents must be made available within a specified period should an award be made: e.g. 7 days, failing which the award will be recalled.

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	Supply SARS Pin	
c)	Company registration documents	

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d)	Certified copies of Directors' ID documents not older than three months	
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

1.4 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 1 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 4 below.

Table 4: Technical Evaluation Criteria

ITEM	CRITERIA	WEIGHT
1	Methodology and Approach	20
2	Experience of Key Personnel (based on Submitted CVs)	30
3	Organizational Experience	30
4	Project Schedule	20
	TOTAL	100

Functional Evaluation Criteria

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

ID	FUNCTIONALITY QUALITY CRITERIA	SUB-CRITERIA SCORING	POINTS
	<u>Methodology and Approach:</u> Provide a comprehensive		

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1	methodology for the full installation of 3kV DC OHE. Note: The methodology must indicate in detail the methods that will be used by the contractor within the 6 months contract period and must include the following: 1. Ordering and Supply of material (Lead times must be indicated) 2. Delivery of the material to site including the plant/equipment that will be required 3. Installation (Step by step method including all special tools or plant required and rates of installation that could be achieved in a day) 4. Testing and Commissioning (Step by step method including all testing tools that will be used)	<table><tr><th></th><th>Score</th><th>Points</th></tr><tr><td>Showing all five points listed</td><td>5</td><td>20</td></tr><tr><td>Showing any four of the five points listed</td><td>4</td><td>16</td></tr><tr><td>Showing any three of the five points listed</td><td>3</td><td>12</td></tr><tr><td>Showing any two of the five points listed</td><td>2</td><td>8</td></tr><tr><td>Showing only one of the five points listed / No methodology provided</td><td>1</td><td>4</td></tr></table>		Score	Points	Showing all five points listed	5	20	Showing any four of the five points listed	4	16	Showing any three of the five points listed	3	12	Showing any two of the five points listed	2	8	Showing only one of the five points listed / No methodology provided	1	4	20
	Score	Points																			
Showing all five points listed	5	20																			
Showing any four of the five points listed	4	16																			
Showing any three of the five points listed	3	12																			
Showing any two of the five points listed	2	8																			
Showing only one of the five points listed / No methodology provided	1	4																			

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	5. Removal and delivery of existing 3kV DC OHE material in Central Line to Salt River Depot.				
2	<u>Experience of Key Personnel (based on Submitted CVs)</u> Provide CVs of the key personnel detailing Qualifications, Experience and Knowledge related to the installation of 3kV DC OHE, 25kV AC OHE or 50kV AC OHE	10 years' or more experience for all listed key personnel	Score 5	Points 30	30
		If any one of the Project Engineer/Team Leader, Health and Safety Manager or Traction Linesmen has between 5 and 9 years'	Score 4	Points 24	
		If any one of the Project Engineer/Team Leader, Health and Safety Manager or Traction Linesmen has between 4 and 5 years' experience and if the Supervisor has 10 years or more experience	Score 3	Points 18	
		If any one of the Project Engineer/Team Leader, Health and Safety Manager or Traction Linesmen has between 3 and 4 years' experience	Score 2	Points 12	
		If any one of the Project Engineer/Team Leader, Health and Safety Manager or Traction Linesmen has less than 3 years' experience	Score 1	Points 6	

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3	<u>Organizational Experience</u> Supply a list of previous projects/contracts that required similar skills and were of a similar nature (works on 3kV DC or 25kV AC or 50kV AC OHTE) that were successfully completed in the past 10 years Supply 4 Reference letters with contactable references. The Reference Letters must be in the format provided.	6 or more similar Projects and 6 or more Reference Letters in prescribed format showing that contract was completed in time and to the specifications required	Score 5	Points 30	30
		5 similar Projects and 5 Reference Letters in prescribed format showing that contract was completed in time and to the specifications required	Score 4	Points 24	
		4 similar Projects and 4 Reference Letters in prescribed format showing that contract was completed in time and to the specifications required	Score 3	Points 18	
		3 similar Projects and 3 Reference Letters in prescribed format showing that contract was completed in time and to the specifications required	Score 2	Points 12	
		2 or less similar Projects and 2 or less Reference Letters in prescribed format showing that contract was completed in time and to the specifications required	Score 1	Points 6	

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4	<u>Project Schedule</u> The project schedule must be done on Microsoft Projects or compatible software package. Bidders are required to submit a comprehensive schedule in a Gantt Chart form. Bidders to note that this schedule will be included in the contract with the successful Bidder. Therefore durations cannot be changed for any		Score	Points	20
		Project schedule provided with activities indicated on the schedule aligned with the preferred duration of the project, showing sequencing of activities, showing clear understanding of the scope and site challenges being addressed in the schedule.	5	20	
		Project schedule provided with activities indicated on the schedule aligned with the preferred duration of the project, showing sequencing of activities	4	16	
		Project schedule provided with activities indicated on the schedule aligned with the preferred duration of the project	3	12	
		Project schedule provided but no detailed activities indicated.	2	8	
		No Project schedule provided or project schedule not in requested format	1	4	

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	activities after award to the successful Bidder. Only start dates will be allowed to be changed on the schedule.					
						100

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Passenger Rail Agency of South Africa

PRASA

CONTACTABLE REFERENCE FOR TENDERER

TENDER/PROJECT: APPOINTMENT OF A CONTRACTOR FOR REINSTATEMENT OF THE 3kV DC OHE NETWORK BETWEEN BELLVILLE AND EERSTER RIVER ON THE NORTHERN LINE IN WESTERN CAPE

Name of the tenderer: _____

To: PRASA – Head Office

I, the undersigned duly authorized representative, hereby furnish this reference on behalf of the organisation named herein:

A. Previous client and completed works/services information

I. Name of the organisation : _____

II. Description of works/goods/services that were provided:

III. Year : _____

IV. Duration : _____

V. Value of works/services/goods : _____

B. Evaluation of service provider's performance

1. Were the works/service/ product completed/delivered within stipulated timeframes ☐ Yes ☐ No
If no kindly comment

☐ ☐

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2. Did the works/services/product meet the expected and specified quality Yes No
If no kindly comment _____

Name: _____	Business stamp with date
Signature: _____	
Telephone: _____	
E-mail Address: _____	
Date: _____	

1.5 Stage 3: PRICE/BEE EVALUATION

Price Evaluation: The evaluation for the price will be done based on the following formula:

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

Where

PS = Points scored for the price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of the lowest acceptable tender

BEE Evaluation: The BBEE component of the evaluation process is weighted at 10 points in the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of the BBEE status presented in the BBEE Certificate issued by an approved agency certified by SANAS or Sworn Affidavits.

NB: 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

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS(90/10 SYSTEM) ABOVE R50 MILLION
1	10
2	9
3	8
4	5
5	4
6	3

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS(90/10 SYSTEM) ABOVE R50 MILLION
7	2
8	1
Non-Compliant Contributor	0

2 PREFERENTIAL PROCUREMENT REGULATIONS

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

The Regulation focuses on the need by all organs of state and public entities to specify conditions that only locally produced or locally manufactured goods meeting the stipulated minimum threshold for local production and content will be considered for certain designated sectors. They also afford organs of state the freedom to choose to apply pre-qualifying criteria to advance certain designated groups.

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

- a) an EME or QSE
- b) an EME or QSE which is at least 51% owned by black people;
- c) an EME or QSE which is at least 51% owned by black people who are youth;
- d) an EME or QSE which is at least 51% owned by black people who are women;
- e) an EME or QSE which is at least 51% owned by black people with disabilities;
- f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- g) a cooperative which is at least 51% owned by black people;
- h) an EME or QSE which is at least 51% owned by black people who are military veterans;
or
- i) more than one of the categories referred to in paragraphs (a) to (h).

Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. The subcontractors shall be registered on the National Treasury Central Supplier Database (CSD). All

agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.

The Treasury regulation requires State Enterprises to apply regulation 9 of the PREFERENTIAL PROCUREMENT REGULATIONS of PPPFA -2017 if it is feasible.

As part of the conditions of tendering, Bidders will be required to subcontract 30% of the work to the type of enterprises listed above and these enterprises shall be registered on the National Treasury Central Supplier Database (CSD).

Extract from regulation 9 of PPPFA-2017

Regulation 9: Subcontracting as condition of tender

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

If an organ of state applies subcontracting as contemplated in sub regulation, the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- a) an EME or QSE
- b) an EME or QSE which is at least 51% owned by black people;
- c) an EME or QSE which is at least 51% owned by black people who are youth;
- d) an EME or QSE which is at least 51% owned by black people who are women;
- e) an EME or QSE which is at least 51% owned by black people with disabilities;
- f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- g) a cooperative which is at least 51% owned by black people;
- h) an EME or QSE which is at least 51% owned by black people who are military veterans;
or
- i) more than one of the categories referred to in paragraphs (a) to (h).

3 VALIDITY PERIOD

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

4 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.

5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

5.1 National Industrial Participation Programme (NIPP) Requirements:

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

The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation.

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

6 POST TENDER NEGOTIATION (IF APPLICABLE)

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

7 LOCAL PRODUCTION AND CONTENT

7.1 Local Content

Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.

Only locally produced or manufactured goods with a stipulated minimum threshold, as stated in the Table

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below for local production and content, will be considered. Bidders who do not meet the specified minimum threshold will be automatically disqualified and not be considered further for evaluation.

Bidders may not sub-contract in a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.

The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**

Minimum local content required per equipment:

No	Equipment against which the local content must be discharged	
	Equipment	% local content
1	Earth Wire size of 50mm ² dimensions 6/1/3.35mm of aluminium	90
2	Feeder wire size 500mm ² dimensions strand 37/4.27mm aluminium	90
3	Catenary Wire size 160mm ² dimensions strand 37/2.36mm of copper	90
4	Contact wire size 161mm ² size of copper	90
5	Dropper wire size 4mm ² of copper	90
6	Bonding and Jumpers_Wire, Electrical type bonding conductor size 97 mm ² voltage rating 3 kV DC dimensions 49 x 1.6 mm, conductor material steel, conductor finish galvanized, insulation colour none, features insulation PVC/sheathed, package type drum 500 m, specification: SANS1507 Part 3, SANS182 Part 5	90
7	Lugs 96mm ²	100
8	Rail and Mast WAM stud	100
9	Jumper wire - Wire, Electrical type jumper conductor size 50 mm ² dimensions strand 19 x 1.8 mm conductor material copper annealed, insulation color none, package type wood drum 300m, electric cable used on OHTE; Code name: pigtail, Specification: SANS182 Part1	90
10	Parallel Overhead Bonding clamp : Al- Cu (500/ 160) FCC dummy jumper)	100
11	Bi-Metal parallel clamp: Al-Cu (431/160) for Tern ACSR to MTEK annealed copper FCC jumper conductor.	100

No	Equipment against which the local content must be discharged	
	Equipment	% local content
12	Parallel and Feeder clamp : Cu-Cu (160/160),(160-161), (160-50) and (50-161) for annealed copper jumper conductor to hard drawn grooved copper contact wire copper nickel silica shall be used for the contact clamp	100
13	3kV insulators	100
14	Track Switch	100
15	Mast Pole	100
16	Mast Pole supporting structures	100
17	3kV Small steel parts	100
18	Cement	100

For further guidance with the above requirements, bidders may refer to **National Treasury Designated Sectors Instruction Number 5, 9, 12 and 15 of 2016/2017. Sector Circular No. 1 of 2021/2022**

7.2 Exemption Requests

If suppliers cannot meet the required local content threshold they also have to engage the DTI regarding actions that they will put in place to meet those requirements in future or reasons why the supplier cannot comply with the 100% directive. Suppliers that meet the local content threshold also have to contact the DTI to verify/confirm the supplier's compliance.

In all scenarios the DTI will provide the supplier with an exemption, provided the supplier has fully satisfied the requirements of the DTI. This exemption will be considered on a case-by-case and will consider the following:

- Required volumes in a particular bid;
- Available collective SA Industry manufacturing Capacity at that time;
- Delivery times;
- Security of supply and emergencies;
- Availability of input material and components;
- Materials of construction;
- Localisation plans aimed at establishing and/or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase;
- Replacement of components on the existing infrastructure in order to honour the warranties and guarantees, and

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- i) Technical considerations including operating conditions

Tenders that do not have an exemption from DTI will be considered non-responsive and cannot move to the next stage of the evaluation.

The following department can be contacted for assistance with the exemption:

Department of Trade and industry
Private Bag X84
Pretoria
0001

For Attention:

Dr. Tebogo Makube
Chief Director: Industrial Procurement
Tel: 012 394 3927/Fax: 012 394 4927
Email: TMakube@thedti.gov.za

NOTE: Enough time has been allocated in the tender **for supplier to seek exemption from the DTI** in the allocated time. Therefore, suppliers are advised to use the allocated time wisely, as the DTI has a maximum lead time of 14 days.

The process to be followed in requesting exemptions

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

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

7.3 Calculation of the Local Content

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The South African Bureau of Standards (SABS) approved Technical Specification (SATS 1286:2011) that will be used to calculate local content.

The Declaration Certificate for Local Production and Content (SBD 6.2 – Annexure B) together with Declaration forms for Local Content (Annexes C, D, & E) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

The SABS approved Technical Specification and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C)] are accessible to all potential bidders on the DTI's official website http://www.thedti.gov.za/industrial_development/ip at no cost.

The local content (LC) expressed as a percentage of the bid price will be calculated in accordance with the following formula:

$$LC = \left(1 - \frac{x}{y}\right) \times 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date that the bid has been advertised.

8 BEST AND FINAL OFFER

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

- None of the proposals meet the RFT requirements;
- None of the responses to RFT are affordable and demonstrate value for money; and
- There is no clear preferred Response to this RFT.

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

9 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).

10 FAIRNESS AND TRANSPARENCY

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

SECTION 3

PRICING AND DELIVERY SCHEDULE

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

1 PRICING

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

- 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFT.
- 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFT.

2 DISCLOSURE OF PRICES QUOTED

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

3 PERFROMANCE BOND

The Preferred Bidder shall provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered by the Preferred Bidder and it shall be issued within 30 days of receipt of notice of appointment as Preferred Bidder. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as Annexure 3.

4 OWNERSHIP OF DESIGN

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

5 SERVICE LEVELS

- 5.1 An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations].

Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

- 5.2 PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3 PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4 The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On time delivery.

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

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

Acceptance of Service Levels:

YES	
-----	--

6 TOTAL COST OF OWNERSHIP (TCO)

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

7 FINANCIAL STABILITY

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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8 VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

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

1. PRASA's General Bid Conditions*

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 Alternative Bids

Please note that alternative Bids will not be accepted.

10.2 Prasa's Tender Forms

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

10.3 Precedent

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

10.4 Response to RFT-Confidentiality

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

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

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

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

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

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

10.5 Response to the RFT – RFT Disqualification

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

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

10.6 Corruption, Gifts and Payments

Neither the Bidders to RFTs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any

kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

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

10.7 Insurance

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

10.8 No Contact Policy

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

10.9 Conflict of Interest

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

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the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

10.10 Collusion and Corruption

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

- communicates to a person other than persons nominated by PRASA a material part of its response to RFT; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFT to this RFT or as to any material part of its Response to RFT to this RFT (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFT Process or any proposed response to RFT (provided nothing contained in this paragraph shall prevent a response to RFT from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 Consortium Changes

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

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

10.12 Costs of Response to the RFT Submission

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

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

10.13 Response to the RFT Warranty

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

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11 CONDITIONS OF TENDER

General

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

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

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- | | | |
|---------------------------------|----|---|
| Insurance | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |
| | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices. |
| | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> . |
| | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies. |
| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Alternative tenders | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes. (N/A for this tender) |
| | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA. (N/A for this tender) |
| 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 two electronic version which must be contained in CDs or Memory Cards clearly marked as Volume 1 and volume 2 in the Bidders name as stated in the RFT and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
 - 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.

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.

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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 <i>deadline for tender submission</i> . Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification. |
| | 26 | Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline. |
| Tender validity | 27 | Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> . |
| | 28 | Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period. |
| Clarification of tender after submission | 29 | Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |
| Submit bonds, policies etc. | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |

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- 31 Undertake to check the final draft of the contract provided by PRASA's *Representative*, and sign the Form of Agreement all within the time required.
- 32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent 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> . |
| 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 - 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> 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 <i>tenderer's</i> risks and responsibilities under the contract, or - affect the competitive position of other <i>tenderers</i> 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 <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFT / Scope of work/ specification. The evaluated tender price

will be disclosed only to the relevant PRASA tender committee and will not be disclosed to *tenderers* or any other person.

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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. |
| 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. |