BID NUMBER: 05/2026/CTN/INFRA

REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A 5GB OR HIGHER BUILDING CONTRACTOR FOR THE REFURBISHMENT OF NOLUNGILE STATION FOR A PERIOD OF 6 MONTHS FROM THE DATE OF SITE HANDOVER IN WESTERN CAPE REGION

CLOSING DATE	**08 DECEMBER 2026**
CLOSING TIME	**12:00**
BRIEFING SESSION	**COMPULSORY**
	VENUE: **NOLUNGILE STATION**
	DATE: **18 November 2026**
	TIME: 10H00
BID DOCUMENTS DELIVERY ADDRESS	**PASSENGER RAIL AGENCY OF SOUTH AFRICA** **PRASA TENDER DROP OFF OFFICE** **3 OLD MARINE DRIVE** **CAPE TOWN** **8000**
BIDDERS NAME	**……**

Disclaimer

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

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

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

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

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

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided by PRASA, or any of its officers, employees, agents or advisers (the “Confidential Information Provided”). The Confidential Information provided may be made available to Respondent’s subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must

be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.
These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Respondents, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any Respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein;

- Disqualify Proposals submitted after the stated submission deadline;
- Call a Respondent to provide additional documents which PRASA may require which have not been submitted to PRASA;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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

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

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

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

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

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

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

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DRAFTED CONTRACT	ANNEXURE B
PRICING SCHEDULE	ANNEXURE C
RFP CLARIFICATION FORM	ANNEXURE D

2 ACRONYMS

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

3 INTERPRETATION

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

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

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

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

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

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

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

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

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

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

4 DEFINITIONS

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

4.1 "Accounting Authority" means the Board of PRASA;

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

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

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

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

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

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

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

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

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

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

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

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

4.14 "Closing Date" means the closing date for submission of bids/ Proposals by bidders which is ***08 December 2026.***

"Project" means this project for the ***REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A 5GB OR HIGHER BUILDING CONTRACTOR FOR THE REFURBISHMENT OF NOLUNGILE STATION FOR A PERIOD OF 6 MONTHS FROM THE DATE OF SITE HANDOVER IN WESTERN CAPE REGION***

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

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

SECTION 1

NOTICE TO RESPONDENTS

1 INVITATION TO BID

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

BID DESCRIPTION	**THE APPOINTMENT OF AN 5GB OR HIGHER BUILDING CONTRACTOR FOR THE REFURBISHMENT OF NOLUNGILE STATION FOR A PERIOD OF 6 MONTHS FROM THE DATE OF SITE HANDOVER IN WESTERN CAPE REGION**
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from **09 November 2026**
ISSUE DATE	**November 2026**
COLLECTION DATE DEADLINE (if applicable)	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from **09 November 2026**
BRIEFING SESSION	**18 November 2026**
CLOSING DATE	**08 December 2026** Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**120 Working Days from Closing Date** Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	**04 December 2026**
CLOSING DATE FOR RESPONSES	**04 December 2026**
CONTACT PERSON	**Yoliswa Mgenge**

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

2. FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **Nolungile Train station** on the **November 2026,** at **10h00.** [Respondents to provide own transportation and accommodation**]. The briefing session will start at 10:00 am and no late comers will be allowed.**

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

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

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

3. PROPOSAL SUBMISSION OF RFP RESPONSE

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

The Secretariat / Tender Office
RFP No: **05/2026/CTN/INFRA**
Description of Bid: **THE APPOINTMENT OF AN 5GB OR HIGHER BUILDING CONTRACTOR FOR THE REFURBISHMENT OF NOLUNGILE STATION FOR A PERIOD OF 6 MONTHS FROM THE DATE OF SITE HANDOVER IN WESTERN CAPE REGION.**

Closing date and time:**08 December 2026 AT 12H00**

4. DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

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

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

5. B-BBEE JOINT VENTURES OR CONSORTIUMS

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

6. COMMUNICATION

a) For specific queries relating to this RFP during the RFP process, Respondents are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to yoliswa.mgenge@prasa.com before end of business on **04 December 2026,** substantially in the form set out in **Annexure *D*** hereto.

b) In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory briefing session. For this purpose, PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.

c) After the closing date of the RFP, a Bidder may only communicate in writing with the Bid Secretariat, to yoliswa.mgenge@prasa.com on any matter relating to its RFP Proposal.

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

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

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

6.6.1 Bid/Tender Description;

6.6.2 Bid/Tender Reference Number;

6.6.3 Closing date of Bid/Tender;

6.6.4 Supplier Name;

6.6.5 Supplier Contact details; and

6.6.6 The detailed compliant..

7. CONFIDENTIALITY

a) PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidder are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

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

8. INSTRUCTIONS FOR COMPLETING THE RFP

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

b) Respondents are required to package their response/Bid as follows:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Mandatory Requirements Response
- **Part B:** Technical or Functional Response (response to scope of work) and Specific Goals

Volume 2 (Envelop 2/ Package 2)

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

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

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

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

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

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

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

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

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

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

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

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

m) Response to RFP documents are to be submitted to the address specified in this RFP, and Respondents should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a Respondent for failing to provide a mandatory returnable document.

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

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

Respondents are required to review the Contract. Respondents may further amend and/ or delete any part of the Draft Contract where they deem fit to do so. Where Respondents have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked-up Contract will form part of contract negotiations processes with the preferred Respondent.**

9. RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	09 November 2026
Briefing Session for Respondents	18 November 2026
Closing date for Questions	04 December 2026
Closing date for Responses	04 December 2026
Closing Date for Submission of final Bid	08 December 2026
Evaluation of Proposals (Respondents note that PRASA may call for Presentation of Respondents offers at any stage of the evaluation process)	TBA
Appointment of the successful Respondent	TBA
Contract Negotiations	TBA

Signing of Contract	TBA
Contract Commencement	TBA

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

10. LEGAL COMPLIANCE

a. Respondents should ensure that they comply with all the requirements of the RFP and if Respondents fail to submit any of the required documents, such Bids may, at the sole discretion of PRASA, be disqualified. PRASA reserves the right to call a Respondent to provide additional documents which may have not been submitted.

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

11. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number: _____nique registration reference number: _____.

12. TAX COMPLIANCE

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

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

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

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

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

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

New Tax Compliance Status (TCS) System

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

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

Tax Compliance Status (TCS) Pin:_____.

13. PROTECTION OF PERSONAL DATA

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

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1. INTRODUCTION

PRASA intends to enhance the passenger experience, improving safety standards, and revitalizing the overall aesthetics, ultimately fostering sustainable and efficient transportation systems.

2. BACKGROUND INFORMATION

2.1. STATUS QUO

The refurbishment of Nolungile Station stems from a concerted effort to enhance the commuter experience and promote sustainable urban development. The station has been pivotal in facilitating daily travel for residents and workers alike. The renovation project aims to modernize the infrastructure, improve accessibility, and create a more aesthetically pleasing and functional transit hub. By investing in these upgrades, authorities aspire to encourage greater use of public transportation, reduce traffic congestion, and contribute to the overall revitalization of the surrounding areas. Through this initiative, they hope to align the station with the evolving needs of the community while fostering a greener and more efficient urban transportation system.

2.2. Problem statement

Nolungile Station currently face a pressing issue of dilapidated, vandalized, and aging facilities. Over the years, neglect and wear and tear have taken their toll on these vital transit hubs, leading to crumbling infrastructure, broken amenities, and an overall unappealing environment. Vandalism has further exacerbated the situation, leaving behind graffiti-covered walls and damaged equipment. These conditions not only undermine the safety and comfort of commuters but also detract from the

overall appeal of these areas. The urgent need for refurbishment and rejuvenation is evident, as it will not only restore these stations to their former glory but also ensure a more welcoming and functional transportation system for the community.

3. OBJECTIVE OF THE PROPOSED PROJECT

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

- To improve response time for execution of unplanned plumbing maintenance works in order to restore the assets to their operational condition and further achieve the ultimate goal of improving asset condition and reliability.
- Compliance with the Occupational Health and Safety Act, Railway Safety Regulator and other statutory requirements.

3.2 PROJECT BENEFITS TO PRASA

- Improved turnaround time to repair faults
- Improve compliance with legislation and safety requirements
- Create and improve working conditions

3.3 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

Planned and emergency facility management as per PRASA operational budget and operational procedures to immediately address the problem, cannot assist in the restoration of the Stations.

4. SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

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

- Repair leaking roof
- Alterations to the existing building
- Replace damaged locks.
- Replace missing/ damaged tiles.
- Replace damaged Ceiling.

- Paintwork to existing.
- Glazing
- Plumbing works
- Repair damaged platforms
- Electrical work

.

a. TARGETED AREA BY THIS PROJECT

The targeted area for this project is Nolungile Station. Ticket offices, waiting areas, ablution facilities, Platform and Messroom facility.

1. INSURANCE REQUIREMENTS FOR THE PROJECT

PRASA, as the Employer/Principle, will take out the required insurances.

The contractor will cover the related construction related insurances, as required by the JBCC conditions of contract.

1.1 PRASA'S RESPONSIBILITIES

- Monitor project progress.
- Identify and mitigate risks.
- Coordinate and facilitate team collaboration.
- Track and manage project documentation.
- Provide leadership and direction to the team.
- Adapt and adjust plans as needed.
- Report project status to stakeholders
- Manage stakeholder's expectations.
- Close out the report and conduct post-project analysis.
- Works measurement
- Certify claim certificate.
- Process payments of the service provider

1.2 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The extent of the areas to be covered by the project are as follows:

- Station building
- Platforms
- Commuter ablutions
- Messroom Facilities

4.2 OTHER RELATED PROJECTS

N/A

5 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

3.1.1 KEY PROFESSIONAL STAFF

Experience key professional staff in relation to the scope of work – Professionals Services:

3.1.1.1 Site Manager Based on Site at All Times during the Project

The desired minimum qualifications for the Site Manager are as follows:

- Professional Registration /B-Tech Degree / N Diploma qualification in Building / Architectural /Civil / N6 Building related qualification.
- A minimum of 5 years of experience in a Built Environment.
-

TECHNICAL INFORMATION TO BE PROVIDED WITH TENDER

The Bidders shall receive the BOQ together with the specification as part of the technical information.

5 TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

- The contractor must be registered with CIDB and Have a Grading of 5GB or Higher.

- Be financially strong to cope with the workload.

6 TIME FRAMES / PROGRAMS

6.1.1 Contract period:

The planned time frame for the implementation of this proposed project is 6 months from the date of site handover.

7. EVALUATION METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

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

7.1 Evaluation Criteria

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation

committee shall use the following Evaluation Criteria depicted in table below for the selection of the preferred bidder that shall render professional services and construction management work for the project.

EVALUATION CRITERIA	WEIGHTING
Stage 1	**Compliance**
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 1C	Documents required for Scoring
Stage 2	**Technical/Functionality**
Technical/Functional Requirements	Threshold of 70%
Stage 3	**Price and Specific Goals**
Price	80
Specific Goals	20
TOTAL	**100**
Stage 4	**Objective Criteria**
Objective Criteria	Requirements

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

7.1 STAGE 1: MANDATORY COMPLIANCE REQUIREMENTS

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

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

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

Mandatory Compliance Requirements		
No.	**Description of requirement**	
a)	Price Schedule/Bill of Quantities (BOQ) and Bid Form C must be submitted as volume 2 **in Envelope 2**. **(If Pricing Found in Volume 1 / Envelope 1 Bidders will be disqualified)**	
b)	**The proof of Active CIDB grading level 5GB or higher**. Joint Venture Bidders must submit joint/consolidated grading certificate.	
c)	Briefing Session Form D **and** Bidders must also reflect on the Compulsory Briefing Session Attendance Register	

7.2.1 Stage 1A- OTHER MANDATORY COMPLIANCE REQUIREMENTS

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

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

Other - Mandatory Returnable Document		
No.	**Description of requirement**	
a)	Valid Letter of Good Standing COIDA	
b)	Supply of Valid Sars Pin	
c)	CSD Supplier Registration Number	
d)	Completion and Submission of All RFP Documentation (Includes All Declarations)	
e)	Bidders to Fill and Sign the closing/submission register **at PRASA Tender drop office,3 Old Marine Drive on submission of the RFP documents**	
f)	Proof of Bank Account (I.E. Letter Issued by The Bank)	
g)	Proof of Company Registration Documents, (Certificate of Incorporation)	

h)	Joint Venture / Consortium Agreement / Trust Deed/ Confirmation in Writing of Intention to Enter into A JV or Consortium Agreement Should They be Awarded Business by Prasa Through This RFP Process (If Applicable) **Signed by All Parties**	
i)	Certified copy of ID Documents of the Owners	
j)	Provide proof of offices and or Builders yard / workshop within Western Cape Metropolitan area. Telephone Bill / Municipal Bill / Bank Account / Lease Agreement, each or all Noting the Address of the Offices / Workshops in the Specific Region.	

7.2.2 STAGE 1C – DOCUMENTS REQUIRED FOR SCORING

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

Certified copy of ID Documents of the Owners
Audited Annual Financials/ B-BBEE Certificate/Affidavit
CIPC Documents / B-BBEE Certificate/Affidavit
Certified copy of ID Documents of the Owners & Doctors' note to confirm disability.

7.3 STAGE 3: TECHNICAL / FUNCTIONALITY REQUIREMENTS

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

Item	Criteria	Weight
1	**Organisational Experience (Projects)**	35
2	**Experience of Technical Personnel and Qualification**	30
3	**Technical approach and methodology**	20
4	**Financial Capability**	15
	TOTAL	100

7.3.1 TECHNICAL EVALUATION CRITERIA

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.
Details of the scoring methodology presented above are outlined below:

Functionality evaluation matrix & Criteria: Details of the detailed scoring method

Details of the scoring methodology presented above are outlined below: 0= No Submission or unacceptable 1 = Poor information submitted, 2 = Fair/average, 3 = Good, 4 = acceptable or very good and 5 = Excellent.

CRITERIA	SCORES	WEIGHT
ORGANISATIONAL EXPERIENCE	0= Projects not of similar scope and scale or No Submission.	35

(PROJECTS): Organizational Experience of the Contractor on similar type of work and sizes of projects previously executed. Proof of Projects executed, Must have Been Successfully Completed within the 2021-2026 period. Note: Projects started before this period Must be Completed within the period of 2021-2026. Full points are allocated for Organisational Experience of projects of similar type (General Building Work). All the below items 1 and 2 must be provided for all projects presented under the scoring. 1. Appointment letter from client, on client letterhead or signed contract from client 2. Practical Completion certificates or Letter of reference from the client, on client letterhead, signed or stamped **Note:** Either one of the above must include the value of the project as well the start and finish dates.	1= Proof of Projects totalling to a combined value of R3,000,000.00 and below, of similar type of scope. 2= Proof of Projects totalling to a combined value of between R3,000,000.01 – R4,000,000.00 of similar type of scope. 3= Proof of Projects totalling to a combined value of between R4,000,000.01 – R5,000,000.00 projects of similar type of scope. 4= Proof of Projects totalling to a combined value of between R5,000,000.01 – R6,000,000.00 of similar type of scope. 5= Proof of Projects totalling above the value of R6,000,000.00 of similar type of scope	

Experience and qualification of Key Staff (assigned site personnel) in relation to the scope of work. Submit proof of a minimum 5 years' experience and qualifications for: 1. Site Manager/ Site Agent/ Contract manager/ Project Manager (Submit CV and qualifications, and certification should not be older than 3 months before closing date of tender). Professional Registration for registered personnel from either SACAP, ECSA, SACQSP, SACPCMP or PMP. Note: this Site Manager / Agent is to be the person that manages the site and project and Must always be on site. If replaced the person Must have similar approved qualifications	Score(s) will be based on qualifications, years of experience on building/ construction projects, of the proposed assigned site personnel as per details provided: 0= No qualifications or no submission. 1= Certificate (N5 and below) in Built Environment with minimum 5 years' experience within the industry. 2= Certificate (N6) in Built Environment with minimum 5 years' experience within the industry. 3= National Diploma in Built Environment with minimum 5 years' experience within the industry. 4 = B-Tech/B-Eng in Built Environment with minimum 5 years' experience within the industry. 5= Registered Built Environment Professionals, with minimum 5 years 'experience within the industry	30
Technical Approach and Methodology Technical Approach and Project methodology for the subject project are addressing specific details of the project but not limited to the following:	0= No submissions / Irrelevant information 1= Methodology aligned to scope of works (how will the project be implemented only 2= Methodology aligned to scope of works (how will the project be implemented with	20

NOTE: All the items listed below Must be Project and Site Specific - aligned to the scope of works. 1. Methodology aligned to scope of works (how will the project be implemented) 2. Risk assessment 3. Mitigation factors on the risk assessment 4. Risk Matrix 5. Resources assigned to the project. 6. Quality management plan	any other two (2) requirements fully addressed 3 Methodology aligned to scope of works (how will the project be implemented with any other three (3) requirements fully addressed. 4= Methodology aligned to scope of works (how will the project be implemented with any other four (4) requirements fully addressed 5= Methodology aligned to scope of works (how will the project be implemented with any other five (5) requirements fully addressed	
Financial Capacity: Operating cash flow Provide two (2) recent year's annual financial statements prepared and signed by the registered professional and company director, which reflects the company's financial capability. Required components of financial statement: Statement of financial position) Balance sheet (statement of cash flow), income statement (Profit and Loss)	0=No Submissions of financial Statement 1= Submission of incomplete or irrelevant of financial Statement 2 = Operating Cash Flows Ratio $X < 0$ 3= Operating Cash Flows Ratio $0 \leq X < 0.5$ 4=Operating Cash Flows Ratio $0.5 \leq X \leq 1$ 5= Operating Cash Flows Ratio $X > 1$	15

Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities		

7.4 STAGE 3: PRICING AND SPECIFIC GOALS

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

Provide proof of Specific Goals in Envelope 1

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

The maximum points for this tender are allocated as follows:

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where :

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**ACCEPTABLE EVIDENCE**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
51% Black Women Owned	Certified copy of ID Documents of the Owners	4	Certified copy of ID Documents of the Owners

51% Black Youth owned.	Certified copy of ID Documents of the Owners	4	
EME 51% Black Owned	Audited Annual Financials/ B-BBEE Certificate/Affidavit	4	
51 % Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit	4	
Entities with a B-BBEE contributor status of a least level 2	Audited Annual Financials/ B-BBEE Certificate/Affidavit	4	
	Total	**20**	

ACCEPTABLE EVIDENCE

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

The specific goals allocated points in terms of this tender	Acceptable Evidence
51% Black Women Owned	Certified copy of ID Documents of the Owners
51% Black Youth owned.	Certified copy of ID Documents of the Owners
EME 51% Black Owned	Audited Annual Financial Statement / B-BBEE Certificate / Sworn Affidavit
51 % Black Owned	CIPC Documents / B-BBEE Certificate/Sworn Affidavit
Entities with a B-BBEE contributor status of a least level 2	Audited Annual Financials/ B-BBEE Certificate/Affidavit

7.5 STAGE 4- OBJECTIVE CRITERIA

In terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and clause 5.7 of the PRASA Preferential Procurement Policy 2023, PRASA reserves the right to apply objective criteria after the calculation of preference points for price and specific goals.

One of the objective criteria that may be applied is:

The promotion of enterprises located in the Western Cape Region for work to be done or services to be rendered in the Western Cape Region (clause 5.7.4.3 of the Preferential Procurement Policy).

This objective criterion:

- Will only be considered **after** functionality (if applicable) and preference-point scoring have been finalised;
- Will be applied **only in exceptional circumstances** where it is justified, having regard to the nature of the work to be performed in the Western Cape and the need to promote local enterprises;
- Will **not** be used to exclude any bidder from submitting a bid or from being fully evaluated on functionality, price and specific goals.

Prasa has taken a strategic decision, in its endeavours to promote transformation in, line with its SCM Policy as attempts to achieve the best value for money to identify the following objective criterion to be advanced in the tender transactions:

- ***The promotion of enterprises located in a specific province / region / Municipal area for work to be done or services to be rendered in that Province / region / municipal area.***
    - ***SPECIFIC PROVINCE SELECTED: - WESTERN CAPE REGION.***

NB: The Bid Evaluation Committee Will visit the contractor's premises to ensure the contractor is based and has a presence within the region.

Check the following, Contractor office, workshops / yard and equipment etc and have they been active within the region.

Check municipal notices and approval to operate i.e. trading license in the companies name etc

7. VALIDITY PERIOD

This RFP shall be valid for ***[120 working days]*** calculated from Bid closing date.

8. POST TENDER NEGOTIATION (IF APPLICABLE)

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

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 Enterprise Development and Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

10. FAIRNESS AND TRANSPARENCY

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

SECTION 3

Bidders are required to complete the Pricing Schedule/ BOQ (Annexure C) and Price in words (Tender Form C) and submitted them in (Volume 2 /Envelop 2)

1 PRICING

1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.

1.2. Price offer is firm and clearly indicate the basis thereof.

1.3. Pricing schedule/Bill of Quantity is completed in line with schedule if applicable.

1.4. Cost breakdown must be indicated.

1.5. Price escalation basis and formula must be indicated.

1.6. To facilitate like-for like comparison Respondents must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

1.7. Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.

1.8. Respondents are to note that if price offered by the highest scoring Respondent is not market related, PRASA may not award the contract to the Respondent. PRASA may:

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

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

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

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

1.8.5. Prices must comply with the latest Building Industry Bargaining Council wage schedule.

2 DISCLOSURE OF PRICES QUOTED

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

3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

N/A

4 OWNERSHIP OF DESIGN

N/A

5 SERVICE LEVELS

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

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

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

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

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

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

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

Acceptance of Service Levels:

YES	

6 TOTAL COST OF OWNERSHIP (TCO)

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

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

7 FINANCIAL STABILITY

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

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

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8 VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

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

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

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

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

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

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10. GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

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

10.2 PRASA'S TENDER FORMS

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

10.3 PRECEDENT

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

10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

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

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

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

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

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

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

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

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

10.6 CORRUPTION, GIFTS AND PAYMENTS

Neither the Respondents to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Respondent, or for

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

10.7 INSURANCE

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

10.8 NO CONTACT POLICY

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

10.9 CONFLICT OF INTEREST

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

10.10 COLLUSION AND CORRUPTION

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

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

10.11 CONSORTIUM CHANGES

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

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.

- PRASA shall evaluate the reasons advanced by the Respondent for the requested changes to the Respondent structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Respondent in writing of its non-acceptance of the changes and require the Respondent to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -

i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Respondent in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or

ii. Where the alternative is not accepted by PRASA, inform the Respondent in writing of such non-acceptance as well as its disqualification from the RFP Process.

iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

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

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

10.13 RESPONSE TO THE RFP WARRANTY

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

11 CONDITIONS OF TENDER

General

Actions

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

Interpretation

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

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

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

Communication

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

PRASA's rights to accept or reject any tender

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

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

Tenderer's obligations

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

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

Seek clarification	9	Request clarification of the *tender documents,* if necessary, by notifying PRASA*'s Representative* earlier than the *closing time for clarification of queries*.
Insurance	10	Be informed of the risk that needs to be covered by insurance policy. The *tenderer* is advised to seek qualified advice regarding insurance.
Pricing the tender	11	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *tenderer.* Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.
	12	Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.
	13	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract.*
	14	State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.
Alterations to documents	15	Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's *Representative* or if necessary to correct errors made by the *tenderer.* All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
Alternative tenders	16	Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes.
	17	Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.

Submitting a tender

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

NOTE:

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

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

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

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

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

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

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

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

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

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

Closing time

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

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

Tender validity

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

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

Clarification of tender after submission

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

Submit bonds, policies etc.	30	If instructed by PRASA*'s Representative* (before the formation of a contract), submit for PRASA*'s* acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *tenderer* in terms of the *conditions of contract*.
	31	Undertake to check the final draft of the contract provided by PRASA's *Representative,* and sign the Form of Agreement all within the time required.
	32	Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.
Fulfil BEE requirements	33	Comply with PRASA's requirements regarding BBBEE Suppliers.

12 PRASA'S UNDERTAKINGS

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

Disqualification

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

Test for responsiveness

7 Determine before detailed evaluation, whether each tender properly received

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

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

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

Non-responsive tenders

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

Arithmetical errors

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

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

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

Evaluating the tender

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

Clarification of a tender

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

Acceptance of tender

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

Notice to unsuccessful tenderers

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

Prepare contract documents

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

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

Issue final contract

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

Sign Form of Agreement

19 **Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.**

Provide copies of the contracts	20	Provide to the successful *tenderer* the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.

Returnable Appendices - Volume 1 **ANNEXURE A**

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FORM A: INVITATION TO BID
PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	05/2026/CTN/INFRA	CLOSING DATE:	08 DECEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A 5GB OR HIGHER BUILDING CONTRACTOR FOR THE REFURBISHMENT OF NOLUNGILE STATION FOR A PERIOD OF SIX 6 MONTHS FROM THE DATE OF SITE HANDOVER IN WESTERN CAPE REGION**				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
PRASA NO. 3 OLD MARINE DRIVE OPPOSITE NEOTEL BUILDING CAPE TOWN 8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	YOLISWA MGENGE				
TELEPHONE NUMBER	021 832 8562				
E-MAIL ADDRESS	yoliswa.mgenge@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA……..
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:
BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
TAX COMPLIANCE REQUIREMENTS
BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

NB: Quotation(s) must be addressed to PRASA before the closing date and time shown above.
PRASA General Conditions of Purchase shall apply.

With effect from OCTOBER 2026 the tender documents can be downloaded on National Treasury e-tender website

A compulsory tender briefing meeting with representatives of the Employer will take place at

VENUE: **Nolungile Station**
TIME: **10h00**
DATE: **18 November 2026**

Arrangements can be made to make bids available before closing date provided that the prospective bidder has attended the compulsory briefing meeting.

Bidders failing to attend the compulsory tender briefing session will be disqualified.

Tender No: WCR/10/07/2026

Description: Appointment of an 5GB or higher building contractor for the Refurbishment of Nolungile Station for a period of six (6) months from the date of site handover in the WCR.

I/We declare that I/We have read the above-mentioned notice and that it is understood by me/us.

Signed at _____ on this _____ (day) of _____ (month) 20__.

WITNESSES : **BIDDER** : _____

Signature: _____

FORM D: SITE INSPECTION CERTIFICATE

Tender number:	05/2026/CTN/INFRA
Request for Proposal:	Appointment of a 5GB or higher building contractor for the refurbishment of Nolungile Station for a period of 6 months from the day of site handover in the Western Building

Attendance

This is to certify that _____ has / have today attended the site inspection / tender briefing session to which this enquiry relates.

THUS DONE and SIGNED at _____ on this _____ day of _____

_____ _____

for / on behalf of PRASA Designation

Acknowledgement

This is to certify that the Bidder has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates

THUS DONE and SIGNED at _____
on this _____ day of _____

	DULY AUTHORISED SIGNATORY(IES)		WITNESSES
1.	_____	1.	_____
2.	_____	2.	_____
3.	_____	3.	_____

FORM E: STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER

CURRENT TENDER DETAILS	
Request number:	05/2026/CTN/INFRA
Request for:	Appointment of a 5GB or higher building contractor for the refurbishment of Nolungile Station for a period of 6 months from the day of site handover in the Western Building

Bidders must state particulars of the works successfully carried out

CLIENT	TEL. NUMBER	NATURE OF WORKS	VALUE OF WORKS FOR WHICH BIDDER WAS DIRECTLY RESPONSIBLE	CONTRACT/ PROJECT PERIOD

If the space provided above is insufficient for all the information, Bidder should furnish the information separately.

FORM F: SECURITY SCREENING FORM

I/We the under-signed in my/our capacity as indicated below hereby declare that I/we do not have previous conviction/s or civil Judgment/s registered against my/our name/s. I further confirm that there is no criminal or civil proceeding pending or being instituted against me or the Institution. I also declare that there are no Criminal Investigations pending against me or the Institution.

SECTION 1

***to be completed by the Bidder (Compulsory)**

Name of Company/Trust/Partnership	Registration number of Company/Trust No
Physical Address	Vat Registration Number
Name of Auditing Firm	Previous Name/s of Company
Contact no. (Land line)	
Name of Holding Company if any	Tender Number
Tax Number/PIN Number	
	Banking Details
	Bank Name:
	Acc Number:
	Acc Holder:
	Branch Name:
	Branch Code:

SECTION 2
Directors'/Trustees'/Partners' or Principals' Details

Name & Surname		Identity Number	Date of Appointment	Shares
1.				
2.				
3.				
4.				

*If the company has more than five directors/principals a list of all shareholders must be appended as Annexure "A"

SECTION 3 Only applicable for the Security Providers

Name of Company/Trust/Partnership	PSIRA Registration Number

Please attach a letter of GOOD STANDING from PSIRA

SECTION 4

Declaration of all Judgments (Directors & Company) and Outstanding Debt

Director / Company		Reason for Judgment	Date of Judgment	Nature of Debt	Amount
1.					
2.					
3.					

*If more than three incidents are listed, attach a list as annexure “C”

SECTION 5

I / We the under-mentioned in my / our capacity as indicated hereby declare that I am / we are not insolvent nor have been liquidated or any steps in this regard have been taken or are pending against me / us. I /We further declare that I/We have not been part of an entity which was liquidated in the last 5 years.				
Full Name(s)		ID Number	Capacity	Signature
1.				
2.				
3.				

SECTION 6

DECLARATION AND ACKNOWLEDGEMENT OF CONSENT

I ……Declare that the information provided above is true and correct. I also consent that a security screening be conducted on the company/trust or partnership and directors.

Contact Person:…… Tel no. ……

_____ _____

BIDDER'S DULY AUTHORISED SIGNATORY Date

FORM- G: ACKNOWLEDGMENT

I / We, as duly authorised to sign on behalf of the Tenderer, hereby certify that the information provided is true and correct. If information is found to be incorrect, PRASA may in addition to other remedies; blacklist the supplier in question, circulate and publicise the nature of the contravention to all potential users of the supplier (both in the public and private sectors).

THUS DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____
   _____
2. _____
3. _____
   _____

FORM H: SPECIAL CONDITIONS FUNDING CONTINGENCY

CURRENT TENDER DETAILS	
Request number:	05/2026/CTN/INFRA
Request for:	Appointment of a 5GB or higher building contractor for the refurbishment of Nolungile Station for a period of 6 months from the day of site handover in the Western Building

Paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22 states that the Accounting Authority may not invite price quotations or bids if no or sufficient provision is made in the budget of the institution.

PRASA has, in terms of section 79 of the PFMA, obtained approval from National Treasury, for a departure from paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22.

PRASA is currently in the process of making provision and allocation of budget for the services required in this RFQ, which provision and/or budget allocation has not yet been completed at the time of the issuance of this RFQ.

PRASA will, however, ensure that provision and/or budget allocation is made prior to the award of business in this RFQ.

Accordingly, any award pursuant to this RFQ is strictly subject to PRASA, inter alia:
securing the necessary funding allocation; and
confirming that sufficient budget exists to meet the intended award.

PRASA undertakes to keep bidders reasonably informed of the progress and status of the funding allocation and budgeting process.

By submitting a bid, bidders expressly acknowledge and agree that PRASA reserves the right to cancel this RFQ at any stage prior to award, in the event that PRASA is unsuccessful in making sufficient provision and/or budget allocation for the required services.

PRASA shall not be liable for:

any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or
the non-award of tender due to a failure to source funding; and
bidders waive any right to institute proceedings against PRASA in respect of the circumstances contemplated above.

SIGNED at _____ on this _____ day of _____20___

Signature of Witness

1 _____

Name _____

Signature of Witness

2 _____

Name _____

Signature of Bidder's Authorised Representative: _____

Name: _____

Designation: _____"

SBD4

BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

……

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

If so, furnish particulars:
……..
……..

Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")2 or Prominent Influential Persons ("PIP")3 and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.4

3.1 Is the bidder a PEP/PIP? YES/NO

3.2 Does the bidder have an existing relationship with a PEP/PIP? YES/NO

Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

Declaration:

I/We the undersigned _____ (Name)

_____

2 Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).
3 As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).
4 Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature	Date
Position	Name of bidder

DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium5 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

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.

1 PILLARS OF THE PROGRAMME

1.1 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. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
• Bid / contract number.
• Description of the goods works or services.
• Date on which the contract was accepted.

• Name, address and contact details of the government institution.

• Value of the contract.

• Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Dr Tebogo Makube within five (5) working days after award of the contract.

Dr Tebogo Makube may be contacted on telephone (012) 394 3927, facsimile (012) 394 4927 or e-mail at TMakube@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;

b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;

d. the contractor will submit a business concept for consideration and approval by the DTI;

e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:……

Name of bidder……

Postal address …….

Signature…….. Name (in print)……..

Date……..

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENTREGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: **BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

GENERAL CONDITIONS

The following preference point systems are applicable to invitations to tender:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

To be completed by the organ of state
(delete whichever is not applicable for this tender).
The applicable preference point system for this tender is the 80/20 preference point system.

The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
Price; and Specific Goals.

To be completed by the organ of state:
The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

Failure on the part of a tenderer to submit proof or documentation required in in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

"tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

"price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

"rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

"tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

"the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system).

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence
B-BBEE Level1/Level 2	4		B-BBEE Certificate/Affidavit (in case of JV, a consolidated score card will be accepted)
Minimum 51% Black youth owned	4		Certified copy of ID Documents of the Owners
Minimum 51% Black women owned	4		Certified copy of ID Documents of the Owners
Minimum 51% Black owned	4		B-BBEE Certificate/Affidavit
EME or QSE 51% Black Owned	4		Audited Annual Financial/ B-BBEE Certificate / Affidavit.
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm…….

Company registration number: ……...

TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

disqualify the person from the tendering process;

recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE (S) OF TENDERS

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……..

ANNEXURE B

DRAFT CONTRACT

JBCC BUILDING CONTRACT VERSION 6.2 OF 2024 PLUS CONTRACT DATA. (To be purchased by the Successful bidder)

ANNEXURE C

FORM C: TENDER FORM

CURRENT TENDER DETAILS	
Request number:	05/2026/CTN/INFRA
Request for Tender:	Appointment of a 5GB or higher building contractor for the refurbishment of Nolungile Station for a period of 6 months from the day of site handover in the Western Building

I / We _____

(Insert Name of Tendering Entity)

of _____

_____

(Full address)

Conducting business under the style or title of:

_____

Represented by:

_____

in my capacity as:

_____

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called “the WORKS”) at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R _____

_____ (amount in words),

(All applicable taxes included)

N.B. (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

(ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.

(iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

I / We accept that unless the PRASA should otherwise decide and so inform me / us in the notice of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof) shall constitute a binding contract between the PRASA and me / us. Should the PRASA decide that a formal contract should be signed and so inform me / us in the notice of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence) together with the PRASA notice of acceptance, shall constitute a binding contract between the PRASA and me / us until the formal contract is signed.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature, failing which I / we accept that the PRASA may, in its sole discretion, withhold any payments due for work done until such time as these formalities have been completed.

I / We undertake to complete the whole of the WORKS within **6 MONTHS**
(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the PRASA I / we shall pay

to the PRASA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions, or omissions shall not in any way prejudice the PRASA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the PRASA but shall be granted only if I / we can prove to the reasonable satisfaction of the PRASA that the penalty is out of proportion to the prejudice suffered by the PRASA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until **…… 20…..**
(a minimum period of 120 days from closing date is required).

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the PRASA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I/ We declare that being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence, and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

THUS, DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES)	WITNESSES
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

FORM C PRICING SCHEDULE -

PRICING

10 PRICING

General information:

1. This BoQ (bill of quantities) forms part of and must be read in conjunction with the SoW, drawings and technical specifications which contain the full technical description of work to be done and material and equipment to be used in this service.

2. The total tender/bid price in the BoQ summary sheet shall constitute the contract price of the tender. Tenderers to check their priced items as no claims for aritmetical errors will be considered.

3. No alteration, amendments or erasure will be made to the BoQ, should this be, it will not be recognized and the original BoQ wording will be considered

4. The tenderer is relieved from the quantities specified at the tender stage however it will be required to make his/her own assessment of small items such as sundries, fixings, etc. as are required for the complete installation of items in accordance with the specifications.

5. The quantities on this BoQ shall not be used for the ordering of material.

6. All measurements are net unless otherwise specified, the tenderer must allow in the rate for wastage.

7. The quantities and rate for dayworks forms part of the tender price, but this item is regarded as provisional and will only be payable if and when a separate PO/instruction to this effect has been issued.

8. All provisional sums shall be expanded by the Project Manager/Engineer and any balance remaining shall be deducted from the overall contract sum.

9. All "provisional" items shall be measured as executed and shall be paid for according to the rates quoted for in this BoQ. No works for "provisional" items shall commence without written instruction from the Project Manager/Engineer.

10. All rates quoted for must include taxes, levies, import duties, etc. excluding VAT.

11. Breakdowns of sums quoted for to be available on request.

12. Payment for main materials shall be made to the contractor in terms of milstones payments.

13. Bidder shall have fixed price items for the duration of the contract and indicate such items that has CPA/CPI where applicable.

14. The pricing strategy will be of a re-measurement nature in principle.

11 DISCLOSURE OF PRICES QUOTED

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

The Tenderer shall enter each rate or lump sum for each item in the Pricing Schedule in **BLACK INK**.

BILL OF QUANTITIES

REFURBISHMENT FOR NOLUNGILE STATION						
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE**	**AMOUNT**	
	BILL NO.1					
	-					
	PRELIMINARIES AND GENERAL COSTS					
	-					
1.1	**The Contractor shall allow for all Preliminary Items as set out below in the tender price,**	**Item**	**1.00**	**R**	**R**	
	-					
	BUILDING AGREEMENT AND PRELIMINARIES					
	-					
	The JBCC Principal Building Agreement (Minor works agreement Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described					
	-					
	The JBCC Principal Building Agreement contract data forms an integral part of this agreement					
	-					
	The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Minor Works Agreement (Edition 5.2 – May 2018) shall be deemed to be incorporated in this					

	project specific preliminaries, amended as hereinafter described					
	The contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause					
	<u>PREAMBLES FOR TRADES</u>					
	The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in this Project Specific Preliminaries					
	Supplementary preambles and/or specifications are incorporated in this Project Specific Preliminaries to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles					
	The contractors prices for all items throughout these bills of quantities must take account of and include for all of the obligations ,requirements and specifications given in the Model preambles and any supplimentary preambles					
	BILL OF QUANTITIES					

	Please note that the Bill of Quanties is measured in accordance with the standard system of measuring building works					
	-					
	SECTION A : MINOR WORKS AGREEMENT					
	All standard clauses of the minor works agreement are applicable with the exception of the following					
	Clause 1.0 - Definitions and interpretation					
	Contract sum					
	The contract sum to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated in the contract data					
	The contract sum shall include for all construction equipment, temporary works, services and other items and shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary					

	Value Added Tax					
	Provision is made in the contract data for inclusion in the contract sum of Value Added Tax (VAT)					
	GENERAL NOTES					
	Contractor is required to visit the site and inspect items before bidding for the tender.					
	View site :					
	Before submitting, the Contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings.					
	WORK AND MATERIALS					
	Old material to become property of the contractor					
	Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor who must allow credit for same in the Final Summary					
	All rubble and debris from the pulling down are to be					
	carted away without delay and the site is to be left clean					
	and tidy.					
	-					
	OCCUPATIONAL HEALTH AND SAFETY					
	-					

	Presentation, agreement and implementation of the health and safety plan including notifications to local health and safety authorities, open health and safety file inclusive of Covid 19 requrements as per the Department of labour					
1.2	**Designated health and safety personnel, committee, etc as required and Health and Safety file**	**Item**	**1.00**	**R**	**R**	
	CARRIED TO SUMMARY				**R -**	
	BILL NO. 2					
	-					
	ALTERATIONS, DEMOLITIONS, ETC					
	REMOVAL OF EXISTING WORK					
2.1	**Remove the extisting Palisade fence and store for reuse**	**M**	**500.00**	**R**	**R**	
2.2	**Removal of broken tiles at the walkway concourse**	**m2**	**100.00**	**R**	**R**	
2.3	**Cut 320mm running line of asphalt and prepare to receive new work of tactile**	**m**	**300.00**	**R**	**R**	
	CARRIED TO SUMMARY				**R -**	
	BILL NO. 3					
	-					
	EXTERNAL AREA					

	-					
	FLOOR TILING					
	Union Tiles' or other equally approved 600 x 600mm R10 slip rated full bodied porcelain floor (Code: SEZZ6879N) tiles with 3mm grouting fixed with '"Tal Goldstar 6' and Tal Bond" tile adhesive to screed / wood floated / power floated floors (screeds, wood floated or power floated elsewhere measured) and flush pointed with "Tal Floor" anti-bacterial grout in accordance with the manufacturer's instruction.					
3.1	**On floors (Light grey)**	**m2**	**150.00**	**R**	**R**	
	Prepare and sand down existing surfaces and apply "Plascon" or other equally approved Primer (PP700) and two coats "Velvaglo" water based paint for interior use					
	-					
3.2	**On ceiling**	**m2**	**500.00**	**R**	**R**	
3.2	**Supply & Erect 16mm Multiwall Polycarbonate sheet, Opening height 2 000mm.**	**m**	**80.00**	**R**	**R**	
3.3	**30mm x 30mm x 5mm Aluminium frame**	**m**	**164.00**	**R**	**R**	
	CARRIED TO SUMMARY				**R -**	
	BILL NO. 4					

	PUBLIC ABLUTION					
	BUDGETARY ALLOWANCES					
4.1	**Allow an amount of R 100 000.00 for new purpose made for plumbing , the amount to be utilized at the discretion of the PRASA Project manager.**	**PC-SUM**	**1.00**	**R 100,000.00**	**R 100,000.00**	
	CARRIED TO SUMMARY				**R 100,000.00**	
	-					
	BILL NO.5					
	PLATFORM					
	-					
	Tactile					
5.1	**Install tactile in line with PRASA specification, 300mm wide.**	**m**	**300.00**	**R**	**R**	
5.2	**Paint yellow line (prohibition line)**	**m**	**300.00**	**R**	**R**	
	STRUCTURAL STEEL SHELTHER					
	Works for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required					
5.3	**Excavate 450mm wide foundation strip trench**	**M3**	**60.00**	**R**	**R**	

5.4	Cast 20 Mpa concrete blinding 50mm thick.	M3	10.00	R	R	
5.5	Reinforce foundation strip with Y12 Bars, spaced at 130mm c/c with 30mm concrete cover.	ton	0.60	R	R	
5.6	Cast 300mm x 400mm foundation strip, 30 Mpa	M3	50.00	R	R	
5.7	Build a platform shelter walls, Brickforce every 2nd course, double brick wall, 7Mpa brick	M2	450.00	R	R	
5.8	Plaster the walls and prepare for receiving paint	M2	800.00	R	R	
	PROFILED METAL SHEETING AND ACCESSORIES					
	0.50mm "Saflok 700 Colourplus" aluminium zinc (AZ 150) ribbed double interlocking roof sheeting in single lengths and accessories with "Colourplus" colour coated finish on one side, fixed to Timber purlins in strict accordance with the manufacturers recommendations					
5.9	Roof covering with pitch not exceeding 25 degrees	m2	600.00	R	R	
5.10	Barge flashing 660mm girth	m	300.00	R	R	
	Prepare and sand down existing surfaces and apply "Plascon" or other equally approved Primer (PP700) and two coats "Velvaglo" water based paint for interior use					
	-					

5.11	On steel	m2	200.00	R	R	
5.12	On walls	m2	760.00	R	R	
	CARRIED TO SUMMARY				R -	
	BILL NO.6					
	-					
	FENCING					
	-					
6.1	Erect the Palisade fence removed in BILL 2 ITEM 2.1, 100m from the end of the Platform, LABOUR ONLY	M	600.00	R	R	
6.2	High density security galvanised mesh fence with min 3.15mm horizontal wire diameter and 4mm vertical wire diameter. Panels: Appertures to be 76x12mm inner and min 3050mm wide panels to be reinforced with 4x 50mm V formation horizontal recessed bands. Height above the ground to be min 3000mm. All fixtures to be on the inside of the fence line. Panel to be fixed over 48 line wires with Double and single bolt clamps using Anti Vandal bolts. Posts to embedded into concrete and must have moisture proof caps for all posts. Pending on the security risk area; a) Razor mesh panels 600mm high b) Shark tooth spike rails and or c) 100mm Castle type spike rails can be installed on top of mesh. Posts to be 85mm width which includes Locking recess mechanism, posts to	M	630.00	R	R	

	be sealed with UV stabilized polymer cap and post to be Hot Dipped galvanized. A 10 year underwritten Anti - Corrosion Gurantee life span to be provided. Product to comply with SANS 10244-2:2003 ISO 1461 hot dip galvanising. Anti - Burrow options: from 300 - 600mm Mesh extension shall be secured to to the panels underside for addtional security and or a 200mm concrete sill shall be secured to the panel`s lower edge angle.					
	Manufacture, Supply and Install Swing gate 80 x 60mm mild steel square tubing metered and welded together. Panel bolted to frame, all steel to be coated to manufactures specification and colour to be charcoal with a Locking Mechanism that can allow padlock locking and external lock box to secure locking system with adjustable closing and brass lock with 4 keys.					
6.3	Gate Size: 1.0m x 2.5m	No	1.00	R	R	
6.4	Double Gate Size: 4.0m x 2.5	No	1.00	R	R	
	CARRIED TO SUMMARY				R -	
	BILL NO. 7					
	-					
	ELECTRICAL WORK					
7.1	4,5mm^2 SWA cable	m	100.00	R	R	

7.2	2,5mm^2 twin and earth	m	100.00	R	R	
7.3	2,5mm^2 general purpose housewire. Red, black, green/yellow	m	200.00	R	R	
7.4	20mm PVC conduit	m	40.00	R	R	
7.5	Contactor	No	4.00	R	R	
7.6	Photocell	No	4.00	R	R	
	Walkway Foyer Concourse					
7.7	Supply and install 1500mm double closed channel LED tube fittings	No	10.00	R	R	
7.8	Install galvanized cages to protect the light, cages to be design in such a way enables access for maintenance purposes.	No	20.00	R	R	
7.9	Supply and install flood lights 6500Lm minimum 5000K minimum cool white	No	2.00	R	R	
	Staircases and footbridge					
7.10	Supply and install flood lights 6500Lm minimum 5000K minimum cool white	No	8.00	R	R	
	Platform lighting					
	Supply and install Platform Lighting and Sarea lighting on walkways & Parking area.					

7.11	6.3m Galanised pole - above FGL, planted 1100mm deep complete with compaction and alignment	No	10.00	R	R	
7.12	9.2m Galanised pole - above FGL, planted 1700mm deep complete with compaction and alignment	No	4.00	R	R	
7.13	Supply and install LED street lights 6500Lm minimum 4000K minimum cool white. Include bracket or spigot to attach light to existing platform light poles.	No	36.00	R	R	
7.14	6mm² x 4C PVC SWA Copper cable buried at 600mm depth.	M	200.00	R	R	
7.15	4mm² x 3C PVC SWA Copper cable buried at 600mm depth.	M	200.00	R	R	
7.16	16mm² x 4C PVC SWA Copper cable buried at 600mm depth.	M	350.00	R	R	
7.17	2.5mm² 2C Surfix between termination box and streetlight / Floodlight terminal box	M	120.00	R	R	
7.18	4.0mm² 2C Surfix between termination box and streetlight / Floodlight terminal box	M	300.00	R	R	
7.19	10mm² Insulated Copper Earth strapped to buried Mains Cable	M	300.00	R	R	
	Platform Shelther Lights					
7.2	Supply and install 1500mm double closed channel LED tube fittings	No	48.00	R	R	

7.21	Install galvanized cages to protect the light, cages to be design in such a way enables access for maintenance purposes.	No	48.00	R	R	
7.22	Supply and install bulkhead lights 6500Lm minimum 5000K minimum cool white	No	16.00	R	R	
7.23	Install galvanized cages to protect the light, cages to be design in such a way enables access for maintenance purposes.	No	16.00	R	R	
	Solar Power for Nolungile Station					
7.24	Bi-directional Inverter Supply and fit Minimum: 30KW Sunsynk three phase Hybrid inverter with nominal DC 51.2V or similar approved by the Prasa's Electrical Manager. Output voltage 230VAC 50Hz at 12000 Watts. Include all relevant cables, lugs and ferrules as per manufacturer's specifications. HYBRID OPERATION with batteries. The system must be a primary source to the load and only use battery system during peak hrs and when there is power failures. Only when the battery levels are low should inverter use power from the grid to charge battery only on off-peak period and power load. Also function as an off-grid inverter to provide power during load shedding or power failures.	Item	1.00	R	R	

7.25	Battery Bank Supply and fit Sunsynk 5.12KW 51.2V 208AH deep cycle Lithium Ion battery pack or similar approved by Prasa's Electrical Manager. Include all relevant cables, lugs and ferrules as per manufacturer's specifications. Include a busbar box to allow for future storage expansion.	Item	8.00	R	R	
7.26	Supply and fit DC Isolator switch for battery bank and 2 x 160A fuses as per manufacturer's specifications. Include all the necessary trunking (NOTE: All AC and DC cables to run in separate trunking)	Sum	2.00	R	R	
7.27	PV Modules Supply and fit PV Modules. Minimum: Peak power 545 Watts each. PV modules to be fitted at top of ticket office roof such that maximum solar radiation is absorbed by solar panel. Include all brackets, cables, lugs and ferrules as per manufacturer's specifications	Item	60.00	R	R	
7.28	Supply and fit PV Combinder box with protection for PV modules as per manufacturer's specifications. Include all the necessary trunking (NOTE: All AC and DC cables to run in separate trunking)	Item	2.00	R	R	
7.29	Supply, manufacture and install a vandal-proof frame to secure PV modules at the top roof with Galvanised steel frame sufficiently braced on all sides, to be made in sections to mount the 24 PV modules at least in two rows. 32mm Square	Item	1.00	R	R	

	with a minimum thickness of 2mm tubing mount structure to be manufacture for a flat roof structure.					
7.30	Supply and fit AC Combinder box with protection for both grid and Inverter as per manufacturer's specifications. Include all the necessary trunking (NOTE: All AC and DC cables to run in separate trunking)	Item	1.00	R	R	
7.31	Plug Sockets Supply and fit standard surface mounted double plug sockets.	Item	4.00	R	R	
7.32	Light Switches Supply and fit standard surface mounted light switches.	Item	4.00	R	R	
7.33	Test, Commision, After service and Warranty Commissioning of Solar PV system and provide 10 years warranty on Inverter and batteries. 12 months gurrantee on parts and workmanship. Provide 12 months maintenace, checks, cleaning of panels and general teething problems and reseting of inverter for nuisance trips	Item	1.00	R	R	
7.34	Allow for supply and installation of EMI smart meter as per City of Cape Town SSEG Bi-Laws and installation of CT coils for all three phases to curb back feed	Item	1.00	R	R	

7.35	Allow for SSEG registration with the City of Cape Town	Item	1.00	R	R	
	CARRIED TO SUMMARY				R -	
	BILL NO.8					
	-					
	SIGNAGE					
	-					
8.1	Allow an amount of R250 000.00 for Supply, mount and fit Signage which include Station name board, Prohibition signage, End of Platform signage and directional signage.The amount to be utilized at the discretion of the PRASA Project manager.	PC-SUM		R 250,000.00	R 250,000.00	
	CARRIED TO SUMMARY				R 250,000.00	
	BILL NO.9					
	-					
	TICKET OFFICE & MESSROOM					
9.1	Apply a window tint to all ticket window sales	m2	6.00	R	R	
9.2	Erect 900mm x 900mm wooden shelve at Supervisors office	No	1.00	R	R	
9.3	Commision all the aircons	No	5.00	R	R	
9.4	Allow an amount of R 85 000.00 for Commisioning the Fire detection system.The amount to be utilized at the discretion of the PRASA Project manager.	PC-SUM		R 85,000.00	R 85,000.00	
9.5	Install 7 litre Hydroboil	No	1.00	R	R	

	WATERPROOFING					
	PREAMBLES					
	The descriptions given in the various items below are not necessarily full and complete and reference must be made to the "Standard Preambles To All Trades", Supplementary Preambles and "Supplementary Specifications" to this contract for the full requirements of each scheduled item					
	One Layer "Derbigum" or other equally approved SP4 waterproofing membrane sealed to solvent based minimum 100mm side laps and minimum 150mm end laps bitumen primed surface by means of torch fusion with					
9.6	**On Slab**	**m2**	**80.00**	**R**	**R**	
9.7	**On turn-up, turn-down not exceeding 300mm girth**	**m2**	**30.00**	**R**	**R**	
9.8	**Counter flashing**	**m**	**55.00**	**R**	**R**	
9.9	**Extra over for sealing around 50mm cables**	**No**	**2.00**	**R**	**R**	
9.10	**Extra over for sealing around 110mm diameter pipes**	**No**	**6.00**	**R**	**R**	
9.11	**Extra over for sealing around 110mm diameter full-bores**	**No**	**10.00**	**R**	**R**	

	One Layer "Derbigum" or other equally approved Unitorch 3E waterproofing membrane sealed to solvent based bitumen primed surface by means of torch fusion with minimum 100mm side laps and minimum 150mm end laps					
9.12	On turn-up, turn-down not exceeding 300mm girth	m2	35.00	R	R	
	One Layer "Derbigum" or other equally approved Unitorch 4E waterproofing membrane sealed to solvent based bitumen primed surface by means of torch fusion with minimum 100mm side laps and minimum 150mm end laps					
9.13	On turn-up, turn-down not exceeding 300mm girth	m2	35.00	R	R	
	PROTECTIVE ROOFING PAINT					
	Two coats bituminous aluminium paint					
9.14	On waterproofing to roofs	m2	60.00	R	R	
	CARRIED TO SUMMARY				R	
	-	-	-	-		
	BILL NO.10					
	-					
	ELECTRONICS					
	-					
10.1	Allow an amount of R 500 000.00 for Supply, mount and Commision Electronics (Biometric, PA System and CCTV system).The amount to be	PC-SUM		R 500,000.00	R 500,000.00	

	utilized at the discretion of the PRASA Project manager.					
	-	-	-	-		
	CARRIED TO SUMMARY				R 500,000.00	
	-	-	-	-		
	BILL NO.11					
	-					
	FURNITURE					
	-					
11.1	Allow an amount of R150 000.00 for new purpose made for Furniture, the amount to be utilized at the discretion of the PRASA Project manager.	PC-SUM		R 150,000.00	R 150,000.00	
	-	-	-	-		
	CARRIED TO SUMMARY				R 150,000.00	
	-			-		
	SUMMARY					
1	PRELIMINARIES AND GENERAL COSTS-				R -	
2	ALTERATIONS, DEMOLITIONS,ETC-				R -	
3	EXTERNAL				R -	
4	PUBLIC ABLUTION	-			R 100,000.00	
5	PLATFORM				R -	
6	FENCE				R -	

7	ELECTRICAL				R -	
8	SIGNAGE				R 250,000.00	
9	TICKET OFFICE & MESSROOM				R	
10	ELECTRONICS				R 500,000.00	
11	FURNITURE				R 150,000.00	
	SUB-TOTAL					
	CONTIGENCY (10%)				R -	
	SUB-TOTAL (SUB-TOTAL + CONTIGENCY)				R -	
	VAT(15%)				R -	
	TOTAL				R -	

IMPORTANT:

1. In the event of any discrepancy in the amounts tendered in this document, the highest amount, (whether in words or figures) shall take precedence over the lowest amount.
2. The above shall be held to include all labour, compliance with the work documents, start-up costs, duties, statutory costs, fringe benefits, admin fees and all other costs relating to obligations arising out of this contract.

Signed at ……on this ……day of ……..……..……..

WITNESSES:

1…….. ..…….

TENDERER

2. ……..

Signed at ……..……..……..on this ……..day of ……..……..…

WITNESSES:

1. …….. ……..……

METRORAIL (PRASA)

2. ……..

PERFORMANCE BOND

[Insert name and physical address of Beneficiary]

("the Beneficiary")

PERFORMANCE GUARANTEE

Guarantee Reference Number:

You have entered into a written contract with _____[insert the name and registration number of company and close corporation] (the "Applicant") on_____[insert date] (the "Contract") in terms of which the Applicant is required to furnish you with a performance guarantee for the maximum amount of R[insert] ([insert amount in words]).

We, _____Bank , _____ registration number _____[insert address] (the "Bank") hereby guarantees the payment to you on your first written demand of up to a maximum aggregate amount of R……..[insert] ([insert amount in words]) (the "Guarantee Amount") in the event that the Applicant fails to fulfil any of its obligations under the Contract.

The Bank's liability under this guarantee is principal in nature and is not subject to any agreement.

The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract or any other arrangements between the Applicant and yourself, whether oral or in writing.

The Bank will pay on written demand and will not determine the validity of the demand or become party to any claim or dispute of any nature which any party may allege.

Payment will only be made by the Bank against return of this original guarantee by you or your duly authorized agent.

This guarantee shall expire at 12:00 at the abovementioned office of the Bank on [insert the expiry date] ("Expiry") and any claim and statement received hereunder must be received at this office before Expiry. After Expiry, this guarantee shall become null and void, whether returned to the Bank for cancellation or not and any claim or statement received after Expiry shall be ineffective.

This guarantee is neither negotiable nor transferable and is restricted to the payment of a sum of money only and limited to the Guaranteed Amount.

With each payment by the Bank under this guarantee, the Bank's liability shall be reduced pro rata.

This guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts.

The Bank accepts that the Beneficiary's address reflected above is the Beneficiary's domicilium citandi et executandi for all purposes in connection with this guarantee.

SIGNED at _____ on _____

Witnesses:

_____ _____

For: BANK
Duly represented by
Full Name:
Capacity:

_____ _____

For: BANK
Duly represented by
Full Name:

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE
EQUIPMENT
(E7/1 2012)



ISSUED BY : The Executive Manager
Asset Management and Development
PRASA

SPK7/1

PASSENGER RAIL AGENCY OF SOUTH AFRICA

ANNEXURE C

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

(E7/1 2012)

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E7/1 2012

PASSENGER RAIL AGENCY OF SOUTH AFRICA

APPROVAL SHEET

DESIGNATION	SIGNATURE	DATE
Approved by: PRASA –MANAGEMENT BOARD		
Issued by: PRASA – Executive Manager (AM&D)		
Understood and accepted by: PRASA – INFRA		

PASSENGER RAIL AGENCY OF SOUTH AFRICA

E7/1 2012

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

(This specification shall be used in PRASA contracts)

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1 DEFINITIONS

The following definitions shall apply:

Authorised Person: A person whether an employee of PRASA or not, who has been specially authorised to undertake specific duties in terms of Spoornet's publication **ELECTRICAL SAFETY INSTRUCTIONS,** and who holds a certificate or letter of authority to that effect.

Barrier: Any device designed to restrict access to and prevent inadvertent contact with exposed "live" high-voltage electrical equipment.

Bond: A short conductor installed to provide electrical continuity.

Responsible Representative: The responsible person in charge, appointed by a contractor, who has undergone specific training (and holds a certificate) to supervise staff under his control to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

Contractor: Any person or organisation appointed by **PRASA** to carry out work on its behalf.

Dead: Isolated and earthed.

Electrical Officer (Contracts): The person appointed in writing by the responsible Electrical Engineer in **PRASA or PRASA'S** maintenance Contractor as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

Engineer: The person, firm or company appointed by PRASA to act as Engineer for the purposes of the contract and designated as such in the Special Conditions of Contract, or any other Engineer appointed from time to time by PRASA and notified in writing to the Contractor.

Executive Officer: The person appointed by PRASA from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of the Contract.

High-Voltage: A voltage normally exceeding 1 000 volts.

Live: A conductor is said to be "live" when it is at a potential different from that of the earth or any other conductor of the system of which it forms a part.

Near: To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 3 metres of live exposed high-voltage electrical equipment.

Occupation: An authorisation granted by PRASA or PRASA'S maintenance and/or operating Contractor for work to be carried out under specified conditions on, over under or adjacent to railway lines.

Occupation Between Trains: An occupation during an interval between successive trains.

Project Manager: The person or juristic person appointed by PRASA from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

Total Occupation: An occupation for a period when trains are not to traverse the section of line covered by the occupation.

Work on: Work undertaken on or so close to the equipment that the specified working clearances to the live equipment cannot be maintained.

Work Permit: A combined written application and authority to proceed with work on or near dead electrical equipment.

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF PRASA OR PRASA'S MAINTENANCE AND/OR OPERATING CONTRACTOR

2.1 The Contractor shall co-operate with the authorised personnel of PRASA or PRASA'S maintenance and/or operating Contractor and shall comply with all instructions issued and restrictions imposed with respect to the Services which bear on the presence and operation of **PRASA or PRASA'S** railway lines and high-voltage equipment.

2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of **PRASA or PRASA**, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of PRASA or PRASA assets or any person is affected. **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

3. **CONTRACTOR'S REPRESENTATIVES**

3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Engineer with the names, addresses and telephone numbers of the representatives.

3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

3.3 The Responsible Representative shall be familiar with the contents and provisions of the ELECTRICAL SAFETY INSTRUCTIONS, copies of which they shall keep in their possession for the duration of the contract.

4. **OCCUPATIONS AND WORK PERMITS**

4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Engineer and at times to suit the requirements of PRASA or PRASA'S maintenance and/or operating Contractor.

4.2 The Contractor shall organise the Services in a manner, which will minimise the number and duration of occupations and work permits required.

4.3 PRASA shall not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

4.4 The Contractor shall submit to the Engineer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. PRASA or PRASA'S maintenance and/or operating Contractor does not undertake to grant an occupation or work permit for any particular date, time or duration.

4.5 **PRASA or PRASA'S** maintenance and/or operating Contractor reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8 above.

4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.

4.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit, but not exceeding the balance of the reduced occupation or work permit.

4.8 Reimbursement of the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Engineer certifies that no other work on which the labour and plant could be employed was immediately available.

4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Engineer written confirmation of the date, time and duration of the occupation including the specified conditions applicable.

4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of Annexure 8.1 of the **ELECTRICAL SAFETY INSTRUCTIONS**, presented by an authorised person, signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of Annexure 8.1 of the **ELECTRICAL SAFETY INSTRUCTIONS**, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Responsible Representative shall advise all his workmen accordingly.

5. SPEED RESTRICTIONS AND PROTECTION

5.1 When speed restrictions are imposed by PRASA or PRASA'S maintenance and/or operating Contractor because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

5.2 When the Engineer considers protection to be necessary the Contractor shall, provide all protection including flagmen, other personnel and all equipment for the protection of PRASA or PRASA's personnel and assets, the public and including trains. The Contractor shall arrange training and PRASA accreditation of the Contractor's flagmen and other personnel performing protection duties. The cost of the training shall be to the Contractor's account. It remains the responsibility of the Contractor to protect his personnel and assets at all times.

5.3 The Contractor shall consult with the Engineer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in PRASA's publication, **PERMANENT WAY INSTRUCTIONS**.

5.4 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by PRASA or PRASA'S maintenance and/or operating Contractor personnel providing protection.

6. ROADS ON PRASA OR PRASA PROPERTY

6.1 The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as reasonably possible.

6.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Engineer has obtained the approval of the road authority concerned.

7. CLEARANCES

7.1 No temporary Services shall encroach on the appropriate minimum clearances set out in PRASA's publications, **PERMANENT WAY INSTRUCTIONS and ELECTRICAL SAFETY INSTRUCTIONS.**

8. STACKING OF MATERIAL

8.1 The Contractor shall not stack any material closer than 3 metres from the centre line of any railway line or within 2.5 metres of the boundary fence without prior approval of the Engineer and considering the presence of any trackside equipment.

8.2 All stacking of material shall take place in accordance with the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and the **ELECTRICAL SAFETY INSTRUCTIONS**

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9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

9.1 Unless otherwise approved by the Engineer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.

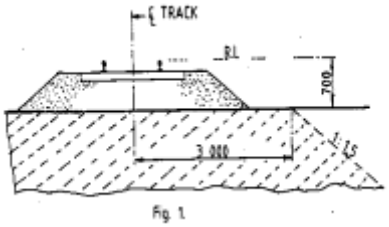


Fig. 1

Formation level

9.2 The Contractor shall provide, at his own cost, any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.

9.3 Where required by the Engineer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.

9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Engineer.

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. FALSEWORK FOR STRUCTURES

10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Engineer and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.

10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Engineer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Engineer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. PILING

11.1 The Engineer will specify the conditions under which piles may be installed on PRASA or PRASA property.

12. **UNDERGROUND SERVICES**

12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.

12.2 Any damage shall be reported immediately to the Engineer, or to the personnel in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

12.3 Any previously uncharted underground services encountered by the Contractor during the course of his activities shall be reported immediately to the Engineer who shall ensure the necessary inclusion in the “as built” drawings.

13. **BLASTING**

13.1 No blasting in the vicinity of a railway line shall be carried out except with the prior written permission of the Engineer and under such conditions as he may impose.

13.2 The Contractor shall make arrangements for the supply, transport, storage and use of explosives.

13.3 The Contractor shall have labour, tools and plant, to the satisfaction of the Engineer, available on the site to clear immediately any stone or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the PRASA’s maintenance and/or operating Contractor.

13.4 The Contractor shall advise the Engineer of his intention to blast at least 21 days prior to the commencement of any blasting operations.

13.5 Before any blasting is undertaken, the Contractor and the Engineer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any cracking or damage that exists. The Contractor, at his own expense shall make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Engineer, is a direct result of the blasting.

13.6 All claims shall be settled by the Contractor as soon as possible. Should unreasonable delays occur, the PRASA will have the right to settle any such claims and recover the costs from the Contractor.

13.7 Within a reasonable time after completion of the blasting, the Contractor shall obtain a written clearance from each land owner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties have been settled.

13.8 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).

13.9 Blasting within 500 metres of a railway line will only be permitted during intervals between trains. A person appointed by the Engineer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

3.10 The flagmen described in clause 13.9 above, where provided by PRASA or PRASA'S maintenance and/or operating Contractor, are for the protection of trains and PRASA or PRASA property and personnel only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

13.11 The person described in clause 13.9 above will record in a book provided and retained by the Engineer the dates and times:
(i) when each request is made by him to the controlling station for permission to blast;
(ii) when blasting may take place;
(iii) when blasting actually takes place; and
(iv) when he advises the controlling station that the line is safe for the passage of trains.

13.12 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Engineer and the person who will do the blasting shall both sign the book whenever an entry described in clause 13.11 above is made.

13.13 The terms of clause 27 hereof shall be strictly adhered to.

14. **RAIL TROLLEYS**

14.1 The use of rail trolleys on a railway line will be permitted only if approved by the Engineer and under the conditions stipulated by him.

14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, including the costs of any train protection services required.

15. ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.

15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.
15.2 No signal connections on track-circuited tracks shall be severed without the Engineer's knowledge and consent.

15.3 No ancillary trackside equipment or facilities such as axle counters, bonds, wiring runs, connection boxes, points machines, signals, drainage systems etc. shall be disconnected, removed, altered or in any way interfered with without the Engineer's knowledge and consent.

16. PENALTY FOR DELAYS TO TRAINS

16.1 If any trains are delayed by the Contractor and the Engineer is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor in terms of the Special Conditions of Contract.

17. COMPLIANCE WITH STATUTES AND REGULATIONS

17.1 The Contractor shall comply with the provisions of the following:
(i) the OHS Act 85 of 1993, as amended;
(ii) the Explosive Act 26 of 1956, as amended;
(iii) the Workmen's Compensation Act, 1941, as amended;
(iv) the Mines Health and Safety Act 29 of 1996, as amended;
(v) the **ELECTRICAL SAFETY INSTRUCTIONS**, as amended;
and all regulations framed under these acts.

17.2 The Contractor shall prepare and submit to the PRASA's maintenance and operating contractor for acceptance, a Safety Case clearly explaining his Safety Management System. A site access certificate will not be issued to the Contractor unless this Safety Case has been accepted.

17.3 The Contractor shall comply with the provisions of the OHS Act 85 of 1993, as amended. For the purpose of this Act, the site occupied by the Contractor is transferred, for the duration of the contract, to the control of the Contractor as if it were his property. Prior to commencement of any work, and following the acceptance of a Safety Case, a site access certificate shall be issued to the Contractor by the PRASA's maintenance and/or operating Contractor. As employer, the Contractor is in every respect responsible for compliance with the provisions of this Act.

17.4 Compliance with all applicable legislation shall be entirely at the Contractor's cost.

18. TEMPORARY LEVEL CROSSINGS

18.1 Applications for temporary level crossings shall be submitted by the Contractor in writing for approval to the PRASA's maintenance and/or operating Contractor. These applications shall include a plan and cross-sectional view of the site including all affected services and proposed temporary alterations thereto.

18.2 **The PRASA's** maintenance and/or operating Contractor may permit the construction of a temporary level crossing over the railway line at any approved site. The period for which the level crossing is permitted will be at the discretion of the PRASA's maintenance and/or operating Contractor.

18.3 The Contractor at his own cost, shall arrange the construction by a nominated specialist subcontractor of the entire approved temporary level crossing, including all level crossing signs and height gauges and alterations to communication, power and signal equipment as well as drainage.
The constructed temporary level crossing shall be subject to the inspection and approval of the PRASA's maintenance and/or operating Contractor. After the temporary level crossing has served its purpose, the Contractor, at its own cost, shall arrange its removal by a nominated

specialist Contractor and return the infrastructure assets to normal to the approval of PRASA's maintenance and/or operating contractor.

18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and his employees, his sub-contractors and their employees, the staff of the PRASA and its maintenance and/or operating Contractor and to such other persons as the PRASA may permit, of whose identity the Contractor will be advised.

If ordered by the PRASA's maintenance and/or operating Contractor, the Contractor shall, at his own cost, appoint persons to control road traffic using any temporary level crossing. Such persons shall stop all road traffic when any approaching train is within 750 m of the level crossing and shall not allow the road traffic to proceed over the level crossing until the lines are clear.

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT

1 **GENERAL**

2.1 This specification is based on the contents of Spoornet's publication **ELECTRICAL SAFETY INSTRUCTIONS**, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract on request only. These instructions apply to all work near live high-voltage equipment maintained and/or operated by PRASA or PRASA'S maintenance contractor, and the onus rests on the Contractor to ensure that he obtains a copy.

1.2 The Contractor's attention is drawn in particular to the contents of Sections 1 and 2 of the publication **ELECTRICAL SAFETY INSTRUCTIONS.**

1.3 The publication **ELECTRICAL SAFETY INSTRUCTIONS** covers the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

1.4 This specification must be read in conjunction with and not in lieu of the publication

ELECTRICAL SAFETY INSTRUCTIONS.

1.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.

1.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.

1.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of

the provision of the barriers and other safety precautions required, including the attendance of PRASA or PRASA's maintenance contractor where this is necessary.

1.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

2. WORK ON BUILDINGS OR FIXED STRUCTURES

2.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earth Services of any kind above ground level situated within 3 metres of live high voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

2.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Services.

2.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

3. WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND/OR UNLOADING

3.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely:-

(i) the floor level of trucks;

(ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

(iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

3.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

3.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc. should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

3.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

3.5 Where the conditions in clauses 3.1 to 3.3 above cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the relevant authority at the Contractor's costs, as an Authorised Person to work closer than 3 metres from live overhead

conductors and under such conditions as may be imposed by the responsible Electrical Engineer in PRASA or PRASA'S maintenance contractor.

4. USE OF EQUIPMENT

4.1 **MEASURING TAPES AND DEVICES**.

4.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

4.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

4.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the senior responsible Electrical Engineer in PRASA or PRASA'S maintenance contractor, but these devices must not be used within 3 metres of live high-voltage equipment in rainy r wet conditions.

4.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 4.1.1 to 4.1.3 above are required.

4.2 **PORTABLE LADDERS.**

4.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.

4.3.1 Where specially constructed insulated vehicles or trestle trolleys are available for use, authorised persons, category A, or a person issued with a letter of authority (clause 303.0 of the **ELECTRICAL SAFETY INSTRUCTIONS**) may be permitted to work from the top of such vehicles under "live" overhead track equipment.

5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

5.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.

5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

5.3 The presence of overhead power lines shall always be considered, especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

6. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

6.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

(i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

6.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

7. USE OF WATER

7.1 No water shall be used in the form of a jet if it can make contact with any live high-voltage equipment or with any person working on such equipment.

8. USE OF CONSTRUCTION PLANT

8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

8.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of any nature.

9. WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.

9.2 If a work permit is issued the Responsible Representative shall:

(i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.

(ii) sign portion C of the permit before commencement of work;

(iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;

(iv) care for the safety of all persons under his control whilst work is in progress; and

(i) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

10. TRACTION RETURN CIRCUITS IN RAILS

10.1 Dangerous conditions can be created by removing or severing any bond.

10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.

10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.

10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

11. BLASTING

11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days' notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.

11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY PRASA OR PRASA'S MAINTENANCE CONTRACTOR

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA or PRASA'S maintenance contractor, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and/or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:

(i) Equipment of Electricity Suppliers**;**

(ii) the Contractor's own power supplies;

(iii) Equipment being installed by, but not yet taken over from the Contractor, and

(iii) Electrified Private Siding equipment.

ANNEXURE D - RFP CLARIFICATION FORM (BID NUMBER: 05/2026/CTN/INFRA

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A 5GB OR HIGHER BUILDING CONTRACTOR FOR THE REFURBISHMENT OF NOLUNGILE STATION FOR A PERIOD OF 6 MONTHS FROM THE DATE OF SITE HANDOVER IN THE WESTERN CAPE REGION

REF NO:	DISCIPLINE	QUESTION BY	FROM - COMPANY NAME	QUESTION	DATE RECEIVED