Annexure 1

BID NUMBER: ***DBN/OPS(BAC)018***

REQUEST FOR PROPOSAL (REQUEST FOR PROPOSAL ;APPOINTMENT OF PANEL OF SERVICE PROVIDERS ON AS AND WHEN BASIS FOR INSULATING OIL PURIFICATION AND REPLACEMENT FOR THE PERIOD OF 36 MONTHS IN THE KZN REGION.

CLOSING DATE	**10 December 2026**
CLOSING TIME	**12:00**
BRIEFING SESSION AND VENUE	**COMPULSORY**
	DATE:18 November 2026
	TIME:10:00 **AT:PRASA 65 MASABALALA YENGWA AVENUE GREYVILLE**
BID DOCUMENTS DELIVERY ADDRESS	**PASSENGER RAIL AGENCY OF SOUTH AFRICA** **PRASA KZN** **TENDER BOX NO. 07** **65 MASABALALA YENGWA AVENUE** **GREYVILLE** **DURBAN STATION**
BIDDER NAME	**…….**

NOTE :BRIEFING IS COMPULSORY

Disclaimer

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

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

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

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

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

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

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

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- 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 bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

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

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

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

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

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

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1 LIST OF ANNEXURES TO THE RFP

RFP CLARIFICATION FORM	Annexure 3

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 –

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

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

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

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

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

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

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

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

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

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:

5.1 "Accounting Authority" means the Board of PRASA;

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

5.3 "Bid" means the Bid to the RFP submitted by Bidders;

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

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

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

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

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

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

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

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

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

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

5.14 "Closing Date" means the closing date for submission of bids/ Proposals by Bidders which is ***CLOSING DATE; 10 December 2026***

5.15 "Project" means this project for the **REQUEST FOR PROPOSAL(RFP) FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS ON AS AND WHEN BASIS FOR INSULATING OIL PURIFICATION AND REPLACEMENT FOR THE PERIOD OF 36 MONTHS IN THE KZN REGION**

5.16 "RFP" means the Request for Proposals issued by PRASA for this tender; and

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

SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

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

BID DESCRIPTION	**RFP FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS ON AS AND WHEN BASIS FOR INSULATING OIL PURIFICATION AND REPLACEMENT FOR THE PERIOD OF 36 MONTHS IN THE KZN 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 **11 November 2026**
ISSUE DATE	**11 November 2026**
COLLECTION DATE DEADLINE (if applicable)	RFP CAN BE DOWNLOADED ON E-TENDER
BRIEFING SESSION	**COMPULSORY**
CLOSING DATE	**10 December 2026 @12H00** Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**90 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	**08 December 2026**
CONTACT PERSON	**Lindeni.cele@prasa.com**

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 PRASA KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station on the **18 November 2026,** at **10H00**. [Respondents to provide own transportation

and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 A Certificate of Attendance in the form set out in Form D, Annexure 2, hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing. Bidders must also appear on the Compulsory Briefing session Register.

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

3 BRIEFING SESSION MINUTES AND NOTES

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions on the **04 December 2026**

3.2 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.

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

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

4 PROPOSAL SUBMISSION OF RFP RESPONSE

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

The Secretariat / Tender Office

RFP No:	**DBN/OPS(BAC)018**
Description of Bid	**REQUEST FOR PROPOSAL(RFP) FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS ON AS AND WHEN BASIS FOR INSULATING OIL PURIFICATION AND REPLACEMENT FOR THE PERIOD OF 36 MONTHS IN THE KZN REGION**
Closing date and time:	**10 December 2026 @12H00**
Closing address	PRASA KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the main entrance of the PRASA KZN and should be addressed as follows:

THE SECRETARIAT / TENDER OFFICE
PRASA KZN

TENDER BOX NO.07
65 MASABALALA YENGWA AVENUE
GREYVILLE
DURBAN STATION

5.1 **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

6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to lindeni.cele@prasa.com on/before **04 December 2026**, substantially in the form set out in **Annexure 3** hereto.

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

6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number **031 8130105, email: lindeni.cele@prasa.com** on any matter relating to its RFP Proposal.

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

6.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this 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.

6.6 Bidders are advised 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 bidder must be included in the complaint:

7.6.1 Bid/Tender Description

7.6.2 Bid/Tender Reference Number

7.6.3 Closing date of Bid/Tender

7.6.4 Supplier Name;

7.6.5 Supplier Contact details

7.6.6 The detailed compliant

7 CONFIDENTIALITY

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

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

8 INSTRUCTIONS FOR COMPLETING THE RFP

8.1 All responses to the RFP should be submitted in a sealed envelopes/box; the envelop/box shall have the technical and compliance response,

8.2 Bidders 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)

8.3 Bidders must submit 1 original response and may submit copies clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy

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

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

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 Response to RFP documents are to be submitted to the address specified in this RFP, and Bidders 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 bidder for failing to provide a mandatory returnable document.

8.14 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**.**

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

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

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9 RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	11 November 2026
Briefing Session for Bidders at the …….]	18 November 2026 @10H00
Closing date for Questions	04 December 2026
Closing date for Responses	08 December 2026
Closing Date for Submission of final Bid	10 December 2026 @12H00
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

10 LEGAL COMPLIANCE

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

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

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number: _____ Unique registration reference number: _____.

12 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

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

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

For this purpose, the attached SBD 1 marked Annexure 2 must be completed and submitted as an essential returnable document by the closing date and time of the bid.

New Tax Compliance Status (TCS) System

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

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

Tax Compliance Status (TCS) Pin:_____.

13 ROTECTION OF PERSONAL DATA

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

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1. INTRODUCTION

1.1 The purpose of this project is to provide supervision and Oil Purification in Electrical Equipment on an as and when required basis in line with the norms and standards.

1.2 Deterioration of oil Purification and insulation within the transformer is a function of moisture, time and temperature - and hence of load conditions. Traction transformers are subject to the usual short-duration peak currents of traction loads. As a consequence, average oil temperatures are relatively low, it is therefore considered adequate to test oil at intervals of four years. Where transformers are subjected to high load factors plus high ambient temperature and the oil is consistently above 60°C, testing of oil may be required more frequently. In the case of transformers older than 25 years, testing should be done yearly. (refer to Engineering Instruction CEE-GI-012).

2. BACKGROUND INFORMATION

2.1. STATUS QUO

The transformers at various traction and distribution substations are due for oil purification, there is no active contract in place for the past three years.

2.2. **PROBLEM STATEMENT**

The transformer oil has not been purified, and this jeopardizes the insulation properties of the oil.
If the transformer oil is not purified, the transformer may fail leading to total outage as a result train movement will be cancelled.

3. OBJECTIVE OF THE PROPOSED PROJECT

The main goal for this project is to purify the transformer oil for the entire Electrical network– This will improve the network stability.

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

(a)

The main business of PRASA is to transport commuters to their intended destination, therefore, the desired outcome of the project is to have healthy transformers.

PROJECT BENEFITS TO PRASA

- Prasa will provide a fair, safe, and reliable service to their customers.
- RSR findings will be eliminated.

3.2 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

There is no mechanism currently in place to address the problem.

3.3 PICTORIALS



Picture 1: Faulty transformer at Springfield

4. SCOPE OF WORK

4.1. SCOPE OF THE DESIRED SOLUTION

The following are the expectations from the contractor:

4.1.1 Insulation oil purification as outlined in CEE-GI-012

4.1.2 Replace gasket as outlined in BOQ

4.1.3 Top up / replace oil.

4.1.4 Replace breather with silica gel.

5. SPECIFICATION OF THE WORK, PRODUCTS AND SERVICES REQUIRED

5.1. Health, Safety and Environment

5.1.1. All work in this contract shall comply with the Occupational Safety Act, 1993 (Act No: 85 of 1993, National Environmental management 107 of 1997 Act and construction regulation 2014). These items shall all be included in the tendered rates. A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.

5.1.2. The service provider shall comply with IEC standards

5.1.3. The service provider shall comply with SABS/ SANS standards

5.1.4. The service provider shall comply with Electrical Safety Standards

5.1.5. The service provider shall comply with CEE-GI_012 (Supervision and maintenance of Insulating Oils in Electrical Equipment)

5.1.6. The service provider shall comply with Infrastructure Maintenance standards- (BBB0349)

5.1.7. The Contractor shall report all incidents in writing to the Project Manager / Technical Officer. Any incident resulting in the death of or injury to any person on the works shall be reported within 15 minutes of its occurrence and any other incident shall be reported within 12 hours of its occurrence.

5.1.8. The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the purification process.

5.2. Quality Assurance

7.1.2

5.2.1. Contractor shall submit a report for each transformer purified.

5.3. Care of the Works

5.3.1. From the date on which the site is handed over to the contractor to the date of the issue of a certificate of completion, the Contractor shall take full responsibility for the care of the employer's assets on site, materials on site intended for incorporation into the works.

5.4. Overall Staffing and Key Professional staff

5.4.1 The service provider shall provide an Electrician with a minimum of the following:

5.4.1.1 Must have N3-level certificate

5.4.1.2 Must have trade test certificate

5.4.1.3 Must have 3 years' experience in transformer repairs and

purification

5.5. To be provided by the contractor.

5.5.1 All plant and machinery necessary for the execution of works

5.6. MEASUREMENT OF WORKS

5.6.1 the topping up of oil shall be done in the presence of PRASA personnel and amount of oil shall be recorded

5.7. Rectification of sub-standard work

5.7.1 Where the specified standards of workmanship and accuracy are not attained, the contractor shall rectify at own cost within 7 working days. Should the contractor fail to honor the stipulated notified days he can be reported to the National Treasury for non-performance and may be blacklisted (prevented from doing any business with the state)

7.1.3

5.8. General

5.8.1 Should any claim arise due to damage caused by any action of work by the Contractor to property of PRASA and his employees or any other person/s, the Contractor shall be held liable to settle such claims at his own cost.

5.8.2 The contractor shall provide transport, equipment, tools, consumables, supervision, protection, and labor necessary to successfully complete the contract

5.9. Safety

7.1.4

5.9.1. The Contractor shall comply with requirements of safety legislations and regulations in all respects.

5.9.2. All drivers shall be in possession of valid driver's licenses and Public Drivers Permits (PDP) where applicable. Crane operators will be required to have a valid Crane Operator's certificate. All vehicles shall be roadworthy.

5.9.3. The Contractor shall be responsible for all protective clothing and –equipment for his employees. All employees required to climb structures shall be issued with suitable harnesses.

5.9.4. The contractor shall be responsible for security of personnel and material onsite as well as during transit.

5.9.5. An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a works site before work proceeds.

5.9.6. It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and SHE specifications.

5.9.7. All work on site must comply with the following acts:

5.9.7.1. Occupational Safety Act, 1993 (Act No: 85 of 1993)

5.9.7.2. Electrical Safety instruction (BBF 3690, Version 2) .

5.9.7.3. National Environmental Management Act 107 of 1997

5.10. Security

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

5.10.2. Security personnel shall all be PSIRA registered with a clear criminal record and no criminal pending cases.

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

5.10.4. The contractor shall be solely responsible for the site (including all the equipment within the boundary limit) from the time the site is handed over to the contractor, until such time the contractor hands over the site back to PRASA.

5.10.5. The boundary limits for each substation will include all assets in the substation until the switching structure. The equipment associated with the switching structure is also included in the boundary limits.

5.10.6. The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the site handed over to the contractor until the completed work is handed over to PRASA. No claims of material or losses must be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.

5.10.7. Furthermore, it is the contractor's responsibility to ensure that

valuable metal i.e. copper is adequately protected while in transit to and from site.

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

5.10.9. Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.

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

5.10.11. Any lost, damaged or stolen material by the successful bidder in accordance to clauses 5.9.1 to 5.9.11 above shall be liable to PRASA.

5.11. Measurements and payments

5.11.1. Claims for payment will be made for delivered material and completed work only.

5.11.2. Any rejected and incomplete work will not be paid for.

5.11.3. All rates in the schedule of quantities must be made as per BOQ and should be an all-inclusive rate.

5.11.4. The rate quoted by the Contractor (s) and accepted by PRASA must hold well till the completion of the work and shall not be subject to any escalation due to increase in the local market rates for materials & labor. Increased rates shall not be entertained at any stage, including the extended period if it applies.

5.12. Guarantee

7.1.5

5.12.1. All work undertaken by the Contractor shall be subject to a guarantee for a period of one year against faulty and/or inferior workmanship and material.

5.12.2. The guarantee period shall commence the day the installation is formally handed over to and accepted by the Project Manager.

5.12.3. The Contractor shall undertake to repair all faults or defects due to bad workmanship and/or faulty materials during the guarantee period.

5.12.4. Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of and free of cost to the Client.

5.12.5. Should the Contractor fail to comply with the requirements stipulated above, Prasa shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or material, and the Contractor shall reimburse Prasa the total cost of such repair or replacement, including the labour costs incurred in replacing defective material.

5.13. Payment certificate

5.13.1. On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.

5.13.2. The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by PRASA.

5.13.3. Contractor to provide PRASA with the necessary details regarding

banking details to enable PRASA to make electronic payments.

5.14. Pricing the works
7.1.6

5.14.1. The contractor is required to provide firm prices/ rates for material and labour for the duration of the contract.

5.14.2. The contractor shall make provisions for the costs (direct or otherwise) associated with works on, over or adjacent to railway lines. The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.

5.14.3. The contract offer shall be based on the rates as indicated in the bill of quantities.

5.15. Penalties
7.1.7

5.15.1. If the Contractor fails to complete the Services within the time as stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.3% of the Contract Price per delayed Day per order, which shall be paid for every Day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

5.15.2. The contractor will be charged R10 000.00 for working on PRASA site without a proper and valid Site Access Certificate or working without official occupation.

5.15.3. The contractor will be charged a penalty of R 80.00 per minute per train that was delayed.

5.15.4. The contractor will be charged the penalty of R1 500.00 per train that was cancelled.

5.15.5. The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,

5.15.6. PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause.

5.16. Handing over

The handovers shall be for each portion of the work when the Electrical System is tested and commissioned to the satisfaction of the Technical Manager, in accordance with the details as set out in the handing over documentation of PRASA.

5.17. Termination of a contract

PRASA Electrical reserves the right to cancel the contract at any time during the contract period in the case of the contractor not performing according to the requirements of the agreement.

5.18. Compulsory Site Meeting

Not necessary

6. Panel Appointment

6.1 Successful bidders sign a Service Level Agreement (SLA) setting out obligations, performance standards, and expected conduct.

6.2 Bidders scoring minimum 70 functionality points join the panel of pre-qualified CIDB-registered contractors.

6.3 Panel appointments run for 3 years.

N.B. Being on the panel does not guarantee any actual work award- panel members must still bid on individual projects as they arise

6.4 An RFQ process will be used to evaluate and award task orders or purchase order as needs arise.

6.5 The process will be conducted on an “as and when” basis throughout the 3-year period.

6.6 Each RFQ includes specific terms of reference and scope of work.

6.7 The RFQ will be evaluated using the 80/20 preference point system (price + preferential procurement).

6.8 Must comply with Preferential Procurement Policy Framework Act,

2000 and PRASA's Preferential Procurement Policy.

7. Areas Affected

7.1 Durban
7.2 Springfield Traction
7.3 Springfield S&T
7.4 Springfield ERS
7.5 Bridge City
7.6 Umbilo
7.7 Pinetown
7.8 Umlazi
7.9 Reunion
7.10 Crossmoor
7.11 Parcels
7.12 Concourse
7.13 Winkelspruit
7.14 Northdene
7.15 Clansthal
7.16 Booth

8. Time Frames / Programs

8.1 Contract period

The total duration of the project including planning, execution, and project completion is 36 months on an As and When Basis

8.2 Program of the works

KEY MILESTONES: Appointment for a panel of service providers on an as and when basis for insulating oil purification and replacement for the period of 36 months in the KZN region.

7.2 9. CIDB GRADING

7.3

Proof of CIDB grading of 3 EP or higher.

(a)10. EVALUATION PROCESS

(b)

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 to deliver Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation.
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

10.1 Evaluation Criteria

10.1.1 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 1 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 1	Disqualifying Returnable Documents
Stage 2	**Technical/Functionality**
Technical/Functional Requirements	Threshold of 70%
Stage 3	Returnable Documents

Table 1: Evaluation criteria for the selection of a potential bidder

The details of the stages outlined in Table 1 above are presented in following sections below.

(i) Stage 1- Disqualifying Returnable Documents

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

No.	Description of requirement	
a)	Proof of CIDB grading of 3 EP or higher. Only those tenderers who are registered with CIDB or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work who are eligible to have their tenders evaluated. Tenderers who are capable of being registered for 3EP or higher, shall submit with their bid, a proof of application to CIDB. *(PRASA shall verify the active status on CIDB)*	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
c)	Bidders to fill and sign a closing register; failing which the bidder must provide proof that the document was submitted on time	
d)	Bidders to submit qualifications of an Electrician a minimum of N3 certificate and a Trade test	

(c) STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

(d)

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specified quality, reliability and functionality.

The functionality evaluation will be conducted by the Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria as follows:

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total functionality points allocated shall be 100.

Tenderer must score an overall minimum threshold of 70 points out of 100 to be achieved for the bidder to be accepted in into the panel. Bidders that score less than the 70 points thresholds shall not be evaluated further, and their proposals shall be disqualified. If all bidders score below the 70 points thresholds, PRASA reserves the right to cancel the bid and re-advertise or source using other procurement methods.

The minimum threshold for the technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in Table 2 below. Bidders who score below this minimum requirement shall not be considered for further evaluation.

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

ITEM	CRITERIA	WEIGHT / SCORING
1	Organizational Experience	35
2	Qualifications and Experience of key personnel	35
3	Project program (Work plan)	15
4	Project Approach and Methodology	15
	TOTAL	**100**

Table 2: Technical Evaluation Criteria

Functional Evaluation Criteria

Details of the detailed scoring methodology are presented in Table 3 below

Table 3: Technical Scoring Methodology

CRITERIA	WEIGHT	SCORES
1 Organizational Experience N.B. Provide for each successfully completed project/s in the transformer repairs or transformer oil purification in the last Five (5) years in the following sequence: Copy of an appointment letter/Purchase Order/contract (on a company letterhead), description of the	35	Score will be based on successfully executed and completed similar projects in the transformer repairs or transformer oil purification in the last Five (5) years from the presented details in the tender document. Zero (0) Similar Projects/non-submission/incomplete submission= **0** 1 Similar project = **5 points**

project, Client name, Client contact,(i.e., email and office number) Furthermore, attach completion certificate signed by client or reference letter from the client confirming successful completion of the project, project duration with start and end dates.)		2 Similar projects =**10 points** 3 Similar projects= **15 points** 4 Similar projects = **20 points** 5 and above Similar projects=**35 points**
2 Qualifications and Technical Experience (based on Submitted CVs) of Key Staff • Electrician (N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. Provide a minimum of N3 certificate and a Trade test	35	Detailed CV indicating relevant experience of the Electrician who will be used in completing the works. Years of Experience should be related to Transformer repairs and oil purification. 1: No information provided/Unrelated experience submitted = 0 points 2: Electrician has 1 year of stipulated experience = 10 points 3: Electrician has 2 years of stipulated experience = 20 points 4: Electrician has 3 or more years of experience =35 points
3 Project program (Work plan) (N.B. Provide project schedule in MS projects that meet the client's timeline requirements **(transformer oil to be tested and purified on a yearly basis- as per CEE-GI-012)** and the schedule for each financial year to cover the following key Milestones: • Completion of safety file	15	Score will be allocated for MS Project Schedule provided. 1: No information provided = **0 points** 2: Inadequate/ unrelated project schedule provided = **2 points** 3: Project schedule for the financial year provided but no detailed activities indicated =**10points** 4: Project schedule for the financial year provided with activities

• Procurement of material and all services • Actual repairs and purification. • Addressing site challenges • Final works completion The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.		indicated on the program aligned = **15points**
4 Project Approach and Methodology (N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway reserve) Elements: Identification of risks and mitigation, Work breakdown of activities, Quality assurance, Transportation, Scaffolding, Plant and equipment, Temporary structural supports, barricading and securing of work, Accommodation of traffic.	15	Score will be allocated as follows: 1: No information provided= 0 points 2: 3 or less elements of the method statement =5 points 3: 4 elements of the method statement= 10 points 4: 6 or more elements of the method statement= 15points

NB: The minimum threshold for the technical/functionality requirements is 70%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

These specific goals will not be part of the evaluation criteria for inclusion in panel however these will be used in the RFQ process to determine the highest scoring bidder

PRICING AND SPECIFIC GOALS

Bidders should provide their price proposal along with proof of specific goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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 tender 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—
  (a) 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
  (b) 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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 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)
At least 51% Black Women owned- (Certified copy of ID Documents of the Owners)	10	
At least 51% Owned by black persons (Certified copy of ID Documents of the Owners)	10	

Stage 4: Returnable documents

No.	Description of requirement	
a)	Completion of ALL RFP documentation, ALL declarations, ALL Standard Bidding Documents. Above must be completed & duly signed where applicable	
b)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties	

	should they be awarded business by PRASA through this RFP process (if applicable) *Must be completed & duly signed*	
c)	Letter of Good Standing: COID	
d)	Valid SARS Pin	
e)	CSD supplier registration number	

NB:The most Responsive bidder/s with incomplete returnable documents will be requested to resubmit completed documents within the time frame stipulated by PRASA before recommendation for the inclusion on panel, failure which will result in automatic disqualification

PROCESS POST SUCCESSFUL SELECTION OF PRE-APPROVED BIDDERS

Bidders who achieve the minimum required functionality score of 80 points will be included in the panel of suppliers to bid for the PRASA Projects for supply and delivery of materials for duration of three (3) years. The RFQ Process will be used to award purchase orders based on approved quantities of materials to be required at the time of purchase.

PRASA plans to appoint a panel of pre-qualified suppliers for a period of three (3) years. Once appointed, each service provider will be on the panel to be contracted when a need arises from PRASA for any material requirement according to their selected category when the need arise.

This means that having pre-qualified for and being appointed to the panel and signing a framework agreement, does not automatically guarantee that any member of the panel will be awarded any work by PRASA during the term of this panel. Bidders of the panel will be allowed to bid on each requirements identified by the PRASA in accordance with the terms of reference that will be issued out on the RFQ process.

a) Bidders will be invited via a Request for Quotation (RFQ) process per terms of reference for each specific requirements to provide PRASA with a detailed costed price proposal as will be outlined in the RFQ in line with scope of requirements in line with the bidder's selected and qualified for category.

b) RFQ Proposal will be evaluated based on Preferential system & Price in accordance with the preference point system of 80/20 in accordance with the approved PRASA Preferential Policy at the time of the RFQ invitation been send out bearing in mind the panel will be appointed for a period of three (3) years.

c) The Preference Point System and for claiming specific goal point, bidder must meet Specific Goal Requirements as Per the Preferential Procurement Policy Framework Act, 2000 (Act No.5 Of 2000), Including Preferential Procurement Regulations, 2022 currently applicable and PRASA's Preferential Procurement Policy.
d) RFQs will be issued as per terms and conditions including scope of work requirement which will be in line with the PRASA SCM Policy and processes applicable at the time of issue. The process will also ensure compliance to any relevant
regulation and including any changes that might occur during the duration of the appointed panel.
e) PRASA reserves the right to request the service provider to provide the assurance of capacity and financial capability to supply and deliver the material at the time of the RFQ that PRASA will deem fit to the delivery.

The RFQ process will be conducted on as and when needed basis throughout the three (3) year period. RFQ invitations will be categorized based on the indicated categories of materials, aligned with the project scope and cost estimate at that time.
Only those bidders who fulfil requirements for the category will be invited to submit quotes.

Tenders containing any one or more of the errors or omissions, or tenders having not complied with any one of the peremptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected.
Tender financial offers will be dealt with during RFQ process

PRASA may also request that the tenderer provide written evidence that his labour and other resources are adequate for carrying out the contract.

The Employer reserves the right to appoint a firm of Chartered Accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide reasonable assistance in such investigations.

The tender document shall be printed in full as available on the download and submitted complete in the correct order of the sections.

List of returnable documents must be completed in full (A tenderer's company profile will not be used by PRASA to complete same on behalf of the tenderer)

6 VALIDITY PERIOD

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

7 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME(N/A)

8.1 National Industrial Participation Programme (NIPP) requirements:

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

Bidders are therefore required to complete SBD 5 to give effect to the above.

9 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 / 90/10.

10 FINAL CONTRACT AWARD

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

11 FAIRNESS AND TRANSPARENCY

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

SECTION 3

PRICING AND DELIVERY SCHEDULE

1 PRICING

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

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

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

1.4. Cost breakdown must be indicated.

1.5. Price escalation basis and formula must be indicated.

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

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

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

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

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

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

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

2 DISCLOSURE OF PRICES QUOTED

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

3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt

of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure ……**

[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure ……..(where applicable)]

4 OWNERSHIP OF DESIGN (N/A)

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

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

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

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Special Conditions: Funding Contingency

1. 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.

2. 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.

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

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

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

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

7. By submitting a bid, bidders expressly acknowledge and agree that PRASA reserves the right to cancel this RFP 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.

8. PRASA shall not be liable for:
   8.1. any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or
   8.2. the non-award of tender due to a failure to source funding; and
   8.3. 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: _____"

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____20…..

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

9 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

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

10.2 PRASA'S TENDER FORMS

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

10.3 PRECEDENT

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

10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;
- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:

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

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

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

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

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

10.6 CORRUPTION, GIFTS AND PAYMENTS

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

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

10.7 INSURANCE

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

10.8 NO CONTACT POLICY

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

10.9 CONFLICT OF INTEREST

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

10.10 COLLUSION AND CORRUPTION

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

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

10.11 CONSORTIUM CHANGES

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

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable

alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -

i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or
ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

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

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

10.13 RESPONSE TO THE RFP WARRANTY

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

10 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 Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**

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

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

PRASA'S UNDERTAKINGS		PRASA, and PRASA's *Representative*, shall:
Respond to clarification	1	Respond to a request for clarification received earlier than the *closing time for clarification of queries.* The response is notified to all *tenderer*s.

Issue Addenda	2	If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents.* If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's *Representative* shall notify the extension to all *tenderer*s.
Return late tenders	3	Return tenders received after the *deadline for tender submission* unopened to the *tenderer* submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.
Non-disclosure	4	Not disclose to *tenderer*s, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.
Grounds for rejection	5	Consider rejecting a tender if there is any effort by a *tenderer* to influence the processing of tenders or contract award.
Disqualification	6	Instantly disqualify a *tenderer* (and his tender) if it is established that the *tenderer* offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the *tender documents*.
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the *tender documents* without material deviation or qualification. A material deviation or qualification is one which, in PRASA *'s* opinion would • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data*,* • change PRASA*'s* or the *tenderer*'s risks and responsibilities under the contract, or • affect the competitive position of other *tenderer*s presenting responsive tenders, if it were to be rectified.

Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	Check responsive tenders for arithmetical errors, correcting them as follows: • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *tenderer*'s addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the *tenderer* does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to *tenderer*s or any other person.
Clarification of a tender	14	Obtain from a *tenderer* clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify PRASA's acceptance to the successful *tenderer* before the expiry of the *validity period*, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful *tenderer*.
Notice to unsuccessful tenderers	16	After the successful *tenderer* has acknowledged PRASA's notice of acceptance, notify other *tenderer*s that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the *tender documents* to take account of • Addenda issued during the tender period,

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

Issue final contract	18	Issue the final contract documents to the successful *tenderer* for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	**Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.**
Provide copies of the contracts	20	Provide to the successful *tenderer* the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.